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WITHDRAWN

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Current Topics.

Dr. Johnson on the Law of Landlord and Tenant.

METROPOLITAN magistrates are, as readers of the evening papers well know, not infrequently consulted by the people of their district on matters of law outside their jurisdiction and on problems of conduct which the law does not touch. The practice is not of modern origin. It may or may not seem remarkable that a budding Scots lawyer should seek free legal advice in this way, but in BOSWELL'S "Life of Dr. Johnson," we are told that the author, having had a difference of opinion with his landlord, who had behaved rudely to him the previous evening, went to Bow-street on 6th July, 1763, and complained to Sir JOHN FIELDING. The difficulty which troubled BOSWELL was that he had taken the premises for a year, but the novelist-magistrate advised him he could leave when he liked, and, upon proof of the landlord's bad behaviour, need only pay rent for the actual period of occupation. This ruling was unconsciously followed in *Kirkman* v. *Jervis*, mentioned in the "Landlord and Tenant Notebook," on p. 521. Dr. JOHNSON'S comment on the advice was that he supposed it must be the law, "since you have been told so in Bow-street"; but he went on to volunteer the opinion that if his friend could be held to his bargain, he could use the place as he liked, suggesting the grant of a sub-tenancy to "the greatest scoundrel you can find," and/or the making of experiments in natural philosophy involving the burning of a large quantity of asafœtida in the house. We are not told what actually did happen!

Copyright in a Spiritualistic Document.

ALL WHO take pleasure in the works of the late Sir ARTHUR CONAN DOYLE will read with satisfaction the judgment of CLAUSON, J., in *Doyle* v. *Wright* (*The Times*, 3rd July), in which the learned judge granted to the plaintiffs, Lady JEAN DOYLE and Mr. DENIS DOYLE, Sir ARTHUR'S executors, an injunction restraining the defendants, Mr. S. FOWLER WRIGHT and his son Mr. GILBERT WRIGHT, from reproducing or issuing, or authorising the reproduction or issuing of, a document written by Sir ARTHUR about two years before his death with regard to the end of the world. The document consisted mainly of predictions, alleged to emanate from supernatural sources, of violent seismic and other elemental phenomena. Sir ARTHUR had sent it to Mr. FOWLER WRIGHT after reading Mr. WRIGHT'S novel "Deluge." There was a direction in the document to the effect that it was not to be broadcast. None the less, after Sir ARTHUR'S death, it was handed by Mr. FOWLER WRIGHT to Mr. GILBERT WRIGHT and Mr. GILBERT WRIGHT took it to the office of a London newspaper which published it. The report of the case indicates that there was no intention on the part of either defendant or of the newspaper to infringe copyright, and ultimately an injunction was granted, and it was agreed that there should be nominal damages of £10. A further satisfactory feature of the case is that the wholly irrelevant but surely tempting topic of the merits of the subject matter of Sir ARTHUR'S document was avoided. Spiritualism is a creed highly productive of acute controversy, and is not without antagonists who would dismiss it summarily and *in toto* as pure nonsense. The judgment of CLAUSON, J., should lead to reconsideration of that extreme view. Possibly it has yet to be decided whether there can be copyright in nonsense; and there are writers, not all on the other side of the Atlantic, whose works could provide abundant material for a test case.

Restricting Testamentary Power.

WE DESIRE to add to what we said on the subject of Miss RATHBONE'S Bill in a recent issue. The Joint Committee of Lords and Commons were satisfied that legislation on the lines of the Bill would not be justified, and they were evidently impressed by the opinion of the Chancery judges as conveyed to them by a letter from Mr. Justice BENNETT stating that there would not be any objection to a measure which enabled the court in cases where no adequate provision had been made for a spouse or infant children to order proper provision out of the deceased's estate having regard to all the circumstances. The evidence before the Committee, when analysed, is very interesting. Apart from the views of the Chancery judges, there was the evidence of six solicitors and that of the Public Trustee. The Public Trustee was dead against the Bill, but he did not dissent from the views of the judges. Of the solicitors, the evidence given by Mr. MAY, a family lawyer of long experience, and of Mr. HOLMES, of Liverpool, speaking for the Liverpool Law Society, was strongly against the Bill, while that of Sir JOHN WITHERS, whose views also carry the weight of great experience, supported the general principles of Miss RATHBONE'S Bill. The evidence of Mr. MAY and Mr. HOLMES was adopted by the Council of The Law Society, though it does not appear that the Council were unanimous in agreeing with Mr. HOLMES that no action at all is necessary. Mr. WRAY, another solicitor who formerly practised in New Zealand, could not be expected to do otherwise than sing the praises of the New Zealand procedure, which is very elastic, while the contrary view must have inevitably been looked for from Mr. SCOTT, M.P., who was satisfied that the rigid rules which bound a testator in his country over the border, could scarcely be improved upon and were "just in operation and not difficult to apply in practice." The views of Dr. LESLIE BURGIN, M.P., the remaining solicitor who gave evidence, are entitled to much consideration. Mr. MAY and Mr. HOLMES doubted whether there were many cases of injustice calling for remedy, but the promoters of the Bill say that there are many such cases and can point to several instances of alleged hardship to which public attention has been recently drawn. We think that it is unlikely that the matter will be allowed to rest, and if the need of legislation

can be proved we do not think that allegations of the additional difficulty and expense of administration should be allowed to stand in the way.

No Lien for Garage Proprietor.

JUDGE TERRELL, K.C., is reported to have held at Clerkenwell that proprietors of public motor garages have no common law right of lien on the cars left on their premises. Also, according to the report, counsel said that the ruling would "greatly surprise and alarm motor garage proprietors." If such proprietors went to their lawyers, however, there would be little doubt that they would be told that the law was as the learned judge had stated it. He referred to decisions as to horses and carts in livery stables in the old days, and it may be assumed that such cases as *Wallace* v. *Woodgate* (1824), Ry. & M. 193, and *Judson* v. *Etheridge* (1833), 1 Cr. & M. 743, were in his mind. In *Wallace* v. *Woodgate*, BEST, C.J., in deciding that the plaintiff, a livery stable keeper, had a lien by express contract on a horse entrusted to him, distinctly laid down that, apart from such contract, there was no lien at common law in the circumstances, and in *Judson* v. *Etheridge* the direct point was decided by Lord LYNDHURST, C.B., and three other judges. It is not necessary, however, to go nearly so far back for the law on the subject, for in *Hatton* v. *Car Maintenance Co. Ltd.* [1915] 1 Ch. 621, the point arose on an agreement under which the company kept a car in their garage and agreed to maintain it in proper order. Charges mounting up, and there being a suggestion that the owner of the car intended to sell it, the proprietors became apprehensive as to their bill, and, to assert the lien to which they deemed themselves entitled, took a tyre off one of the wheels. The owner moved for the appointment of a receiver, and a declaration that the company had no lien. SARGANT, J., had no difficulty in granting the relief required. He pointed out that the cases as to horses showed that their mere maintenance, although involving feeding and grooming, created no lien. It had been held that a trainer had a lien, but that was for his services in doing work which made the horse more valuable. The case of the innkeeper, who was bound to receive the traveller's horse and carriage if he had accommodation for them, was on a different footing. It thus seems clear that garage proprietors as such have no inherent right of lien on cars entrusted to them, and, if they wish to have such a right, must bargain for it.

Evidence by Affidavit.

IT HAS sometimes been suggested that the principle of admitting evidence on affidavit instead of requiring the personal attendance of witnesses might be extended to certain proceedings in courts of summary jurisdiction. In particular, we have seen a proposal that it should be employed in cases under the Adoption of Children Act, 1926, within certain limitations. The proposal is attractive, as is any proposal that is designed to expedite proceedings and to relieve poor people of attendance at court with consequent loss of time and earnings. Although old-fashioned practitioners may look askance at a suggestion to depart from long-established practice in courts of summary jurisdiction, there seems no valid reason for objecting to evidence on affidavit with regard to facts about which there is not likely to be any dispute or any desire to cross-examine, always provided that the right of either party to call the witness be preserved, as it would be. But the innovation would have to be watched lest it were carried too far. In the High Court recently (see 75 SOL. J. 500), Mr. Justice WRIGHT severely criticised affidavit evidence in a case before him. He pointed out that a witness present in court could be cross-examined to elucidate the truth. Affidavit evidence, he observed, required considerable care. The whole idea of affidavit evidence for the expedition and simple handling of cases broke down if documents such as he had before him were produced as evidence.

The Rent Restrictions Acts Report.

THE above report was awaited by many of us with impatience, but now that it has appeared, one cannot but say that the Inter-Departmental Committee deserves much praise for having got through so vast an amount of work in so short a time. The terms of reference were very wide: "To inquire into and report upon the present working of the Rent Restrictions Acts (excluding the special provisions relating to agricultural cottages) and whether any modifications or amendments should be made to them," and the qualification expressed by the word "present" did not mean that the Committee could perform its task without hearing a great deal of evidence about the past. In reviewing the result, we have to bear two things in mind. First, we are criticising critics, and are in a position analogous to that of the lesser creatures referred to in Dean Swift's famous rhyme. Secondly, we do not meddle with economics or politics, but are concerned only with aspects of the report which relate to the application of the law; our modest pecks must therefore be confined to those parts of the report which deal with machinery and interpretation.

We therefore leave out of consideration the earlier parts of the report, which review the history of the housing shortage and the repealed Acts, but may remark that paras. 10-18 contain an excellent summary of the law as it now stands. The first proposals made relate to de-control. The Committee recommends the division of houses within the Acts into three classes: A, "the more expensive houses," which would be de-controlled; B, "the small house which is sometimes rented and sometimes owned, and is occupied at one end of the scale by the artisan and at the other end by the less well-paid members of the middle classes"—these would remain under the present system—and C, "the real working-class house, which is almost invariably rented"; it is recommended that de-control should cease in this case, but that there should not be any re-control. (The minority report favours re-control.) The two necessary lines of demarcation would be drawn by reference to rateable value in April, 1931, the suggested figures being £45 and £20 in the Metropolitan Police District (not the administrative county of London), £35 and £13 (i.e., the compounding limits) elsewhere. The comment we make on this plan is that, on a balance of considerations, it would probably prove more workable than a differentiation based on standard rents, which, as the report points out at a later stage, are now often difficult to ascertain. At the same time, when it is remembered that vast numbers of dwelling-houses within the Acts are not separately rated, it is certain that the adoption of the proposal would lead to numerous apportionment summonses, i.e., for apportionment of the rateable value: see *Barrett and Evans* v. *Hardy Bros.* (*Alnwick*), *Ltd.* [1925] 2 K.B. 220, C.A. Dealing with the question of mortgaged houses, the report recommends that those in class A should remain controlled for six months longer than similar properties which are let.

The Committee considers the permitted increases satisfactory as regards amount (the minority report dissents from this).

The question of enforcing repairs is very thoroughly surveyed, and a good deal is made of the existing "ample machinery of a varied character," i.e., the Acts themselves, the Public Health Acts and the Housing Acts. No comment is made on the somewhat remarkable provision—remarkable to lawyers at all events—in s. 2 (5) of the principal Act, by which "the landlord shall be deemed to be responsible for any repairs for which the tenant is under no express liability." We have often wondered whether Parliament consciously or unconsciously modified common law and Housing Acts when it passed that sub-section! The question of decorative repairs is discussed, but no proposal made. The main recommendations are dissemination of knowledge among frightened and

ignorant tenants and increase of staff on the part of local authorities; hardly matters for legislation. But there is a further recommendation, that the statutory notice of increase, particularly the (statutory) note thereon concerning repairs, be simplified and amended. We would have liked to have seen this suggestion more fully worked out. In its present form, the notice of increase is elaborate, but hardly obscure; and the note on repairs could hardly be made clearer without being made unduly long. The report also recommends that rent books "where used" should contain the simplified and amended note.

The next part deals with possession, and suggests, *inter alia*, a wider definition of "alternative accommodation." It is pointed out that the chief stumbling-block for landlords who have to rely on a ground of which this is a requirement is the qualification as to security of tenure, and the Committee consider that a house provided by a local authority should be considered satisfactory in this respect, and that in other cases the requirement should be satisfied by an arrangement under which the new landlord agrees that the tenant shall hold as if the house were controlled and the tenant a statutory tenant. But is this practical politics? The arrangement, though said to have been applied as a condition of orders for possession, does not seem to be consistent with any definition of the relationship of landlord and tenant, unless it be attained by a somewhat elaborate conveyancing device, i.e., the grant of a long lease with power to determine on the expiration of the Acts (see *G.N.R. Co.* v. *Arnold* (1916), 33 T.L.R. 114). Suggestions for adding to the grounds for obtaining possession were rejected, but a modification of the Prevention of Eviction Act, 1924, in favour of purchasers who have acquired reversions since that date, but before the date of the report, is recommended.

The position of furnished lettings is considered satisfactory in view of the recent case of *Fordree* v. *Birrell* [1931] W.N. 114, C.A. The principle on which this decision was based was discussed in our "Landlord and Tenant Notebook" of 20th December last. The practical difficulty of applying the decision is that it may often injure a tenant without benefiting a landlord: see our editorial note in issue of 2nd May.

The difficult question of sub-letting is discussed at length. Ignorance and fear on the part of sub-tenants are blamed for profiteering by statutory tenants, and the recommendations are: right to possession to be given to superior landlord; compulsory notification of sub-letting; penalties; and power to be given to local authorities to give advice.

Rent courts are not favoured by the majority of the Committee, and most of our readers who have had experience of *ad hoc* tribunals will share this view. A proposal to limit control to rent is curtly dismissed. A great deal of space is devoted to the matter of rating and the decision in *Nicholson* v. *Jackson* (1921), 65 Sol. J. 713, and the Committee consider that in equity the law should be altered so that the compounding allowance should always enure to the benefit of the landlord, but that to avoid the necessity of 5,000,000 adjustments of rent it would be better to make no change. Dealing with premises partly used for business, the report favours the de-control of licensed premises, but not of other mixed properties. The probable effect on small shopkeepers who are already suffering from the prevailing depression is referred to; but might not one reasonably ask, what of their unprotected competitors, who are at a disadvantage in the matter of "overheads"?

Lastly, the report deals with suggested "minor amendments," and some of the suggestions are of major interest to practising lawyers. We cannot whole-heartedly support the view that, as the Acts have now been made the subject of a number of legal decisions, and most of the difficult questions have been settled or understood, it would be unwise to recommend alterations in language. The ill-defined nature of a statutory tenancy has been the subject of much litigation during the past few months, and trouble might still be saved by adding a clause to the interpretation section. And should not Parliament be invited to say, for instance, what is meant by "convicted of using the premises for an illegal or immoral purpose?" (See s. 4 of the 1923 Act, and judicial comments in *S. Schneiders & Sons, Ltd.* v. *Abrahams* [1925] 1 K.B. 301, C.A.) The same applies to "actual possession" (*ibid.*, s. 2); see, compare and contrast *Hall* v. *Rogers* (1925), 41 T.L.R., 341, and *Jewish Maternity Home Trustees* v. *Garfinkle* (1926), 42 T.L.R. 589.

A suggestion that strict proof of the standard rent might be dispensed with in certain cases when it is difficult to ascertain is very welcome. We think that a corresponding relaxation of the statutory rules when notices of increase cannot be properly proved might well have been recommended. The final recommendation, that the Acts be consolidated, is one that will appeal to most practitioners.

De Oratore.

Times have changed.

It is well, perhaps, that they have; otherwise the selection of the above for the title of a journalistic article might well make Cicero and the Ciceronians of the ages turn and shudder in their respective graves.

But times and oratory have changed, and it is the purpose of this slight paper to comment upon aspects of the development of public speaking.

"I cannot repress my astonishment how Mr. Attorney-General could have preserved this dialect in its native purity. He has been now for nearly thirty years in the class of polished society; he has for some years mixed amongst the highest orders of the State; he has had the honour to belong for thirty years to the first profession in the world . . . at which he must have listened to . . ." (here follow the names of distinguished members of the Bar). "With this galaxy of glory flinging their light around him, how can he alone have remained in darkness? How has it happened that the twilight murkiness of his soul has not been illumined with a single ray shot from their lustre? Devoid of taste and of genius, how can he have had memory enough to preserve his original vulgarity? He is, indeed, an object of compassion, and from my inmost soul I bestow upon him my forgiveness and my bounteous pity."

It is hoped that the Attorney-General was properly grateful for this sympathetic tribute!

The passage is taken from O'Connell's defence of Magee, made 118 years ago in the King's Bench at Dublin.

Allowance must, of course, be made for time and place in which justice was not just, politics dominated the court and the jury was packed, but what a speech. It takes pride of place among O'Connell's public utterances, but can present-day readers imagine a Marshall Hall delivering it, a Mr. Justice Avory allowing it, or any Attorney-General sitting down under it?

Macdonagh's biography of O'Connell records the demeanour of the leader of the Bar.

"Sweat trickled down his forehead, his lips were white as ashes, his jaws elongated."

The Benchers, however, took no action in the matter.

It may be doubted whether the late Lord Birkenhead could have improved upon this masterpiece; certainly he would not have wished to go to such length.

The speech is interesting, not only for the vituperation, but for phraseology characteristic of the period.

Who, one wonders, nowadays in a case of the first importance would dream of talking to a jury about "galaxies of glory" or of "rays" shot from anyone's "lustre"?

Jury boxes presumably contain men better educated now than a century ago, but still "galaxy" seems an unsuitable choice of word.

Oratory is the art or craft of the orator, and the orator must be judged by the speech and its occasion, so it will not do to dismiss the matter by saying that oratory is dead.

Occasions do not come every day for elaborately artificial phrasing, and the mind of the public is not invariably attuned to the rolling periods, the Latin quotations, the heavy classical style of a GLADSTONE. GLADSTONE's style was passing before he had done with it, as witness the contemporary criticism of him as "intoxicated with the exuberance of his own verbosity."

The big occasion does arise sometimes. It came in 1914. When the war cloud burst and fundamental things were uprooted, when treaties were torn up and neutralities were violated, when an astonished world—dealing with an unprecedented situation—had to take momentous decisions, when life, death and honour waited upon a word, great speeches were made by great men, in language suitable to the moment.

But it is no good talking of "unsheathed swords" to a jury at sessions.

One or two of the orators, again using the word in a Ciceronian or in a Victorian sense, or as the word was understood in the days between M. T. CICERO and W. E. GLADSTONE, survived the decay of the species.

The late LORD OXFORD AND ASQUITH was a master of the sonorous period and the apt allusion. It is not always remembered that when he sat down after speaking for an hour upon a complex subject, the shorthand note would reveal that every sentence was properly constructed and balanced, that no stop, colon or comma was misplaced.

There is a certain great classical scholar, who for over fourscore years has ornamented our Society, who can and does make orations to delight audiences. Many things combine to help him, height, presence, dignity, a fine head, hair not too closely barbered, clothes not too modernly date-marked, voice, gesture, and, above all, the knowledge and culture of the great scholar.

A Cicero almost is he for form, an O'Connell for eloquence, an Asquith for correctitude; a Gladstone without verbosity. Upon an occasion suitable, after dinner, among friends, he is an intellectual treat and a rare delight.

But the fact will not be denied that the accelerated pace of life which has come upon us makes inappropriate for general use the elaborated style of Oratory which is spelt with an initial capital, and which accordingly becomes increasingly more rare.

Forensic speeches depend more now upon clearness and reasoning than upon a select choice of epithets. If a legal speech is to the point, if it can be heard, and if it can be understood, for most purposes that will suffice. And the higher the tribunal to which the speech is to be addressed, the less is the need for window-dressing and circumlocution.

At the Chancery Bar they do not always trouble to speak up. Only to a jury is it ever considered necessary to repeat oneself.

Speeches for the defence in murder trials sometimes afford added scope, but a matter-of-fact race of jurymen wearies of too much dawn-breaking and gilding of mountain tops.

An interesting example of forensic oratory was afforded by a study of the late Mr. C. F. GILL, K.C., at work.

He was a master of defence and his method appeared to be this: First of all, unwearying preparation. Revision followed revision, rehearsal upon rehearsal; no detail was too small to be undertaken personally.

At the last and by dint of much sifting and elimination, GILL seemed to know to a word what and how much every witness could and would say under examination or cross-examination.

The testimony must have been reduced in his mind to a formula, a formula that the witness would have to give and beyond which he would not be invited or allowed to go.

The questions necessary to elicit this might be few or many, but once GILL got what he wanted, the subject was dropped for the time being. It was not always immediately apparent why he wanted such and such an answer, or why he was content with so much only.

Then came the speech and the veil lifted.

Piece by piece the mosaic pattern came into place, rough edges were shown by his clever tongue to be really quite smooth, and the whole beautiful design, which would have been impossible with a jot more or a tittle less, was spread before the jury, plain to see and inevitable in its implication. This was the infinite capacity for taking pains that is known as genius.

Take an instance of another type. The case was in the House of Lords, and half an hour before their lordships sat, a very busy leader and a rather scared junior sat in one of those pictorial corridors where hasty conferences take place. The junior, after weeks of study, had collected and brought with him in a web strap twenty-four calf-bound reports. The leader may have read his printed case, but had apparently not thought much about authorities. He ran through the twenty-four reports in less than that number of minutes, making an occasional pencil note in the fly-leaf of the case and upon that preparation fought and won an important point on the law of libel. The junior got a red bag out of the case.

Of course, where knowledge is already encyclopædic the need of *ad hoc* preparation diminishes.

It was always believed that if anyone quoted a case in a Divisional Court against a certain leading counsel, now dead, with which he was not provided, he could always be relied upon to say impromptu and without the book: "If your lordships will look on to the next page but one, just at the end of the second judgment, your lordships will see," etc. Not everyone can do that.

There have been and probably always will be two types of speech commonly used in courts of law, that of the painstaking advocate whose resolve it is that whatever the result, it shall never be said of him afterwards that he omitted to refer in his speech to anything in the evidence or the instructions, of whatever value, and whether it told for or against the side he was supporting.

The other type gets outside the case, and regarding it in proper perspective tries to see what is the real point. To that point the advocate sticks pertinaciously and never lets go, and from it he will not be diverted by any number of slips of paper passed up from behind to remind him of what the butler saw or of what Mr. Gladstone said in '78.

Of these two, the latter is an orator, if he has contrived to produce a speech suitable to the occasion, suitable to the tribunal and in the event successful, even if it contain no Latin tags and omits to speculate upon the murkiness of his opponent's soul or to deplore the latter's original vulgarity.

Company Law and Practice.

LXXXVIII.

(*Continued from p.* 504.)

REDUCTION OF CAPITAL.—I.

WHEN a reduction of capital is contemplated by a company it behoves that company's advisers to proceed with some care, for a number of points arise in connexion therewith, and they are points which, if dealt with in the wrong way, may not be capable of remedy once the petition for reduction has been presented. Thus a company may pass a resolution for the cancellation of paid-up share capital lost or unrepresented by

available assets, in accordance with s. 55 of the Companies Act, 1929; but when the petition for the confirmation of the reduction of capital, presented under s. 56, comes to be heard, it may not be possible to prove to the satisfaction of the court that the amount proposed to be cancelled has been lost, or is unrepresented by available assets.

It is not, apparently, necessary in such a case to prove that the capital has been lost or is unrepresented by available assets (see *Poole* v. *National Bank of China* [1907] A.C. 229); but in practice such evidence is always required (see *Caldwell* v. *Caldwell* [1916] W.N. 70); and for the reason that a cancellation of capital not in fact lost or unrepresented by available assets might, by adjustments in the accounts, be made the occasion for a return of capital to shareholders. In attempting to prove that capital is lost or unrepresented by available assets, the last balance sheet of the company should be carefully studied. In cases where a company is reducing its capital in the manner mentioned above, it frequently happens that the goodwill of the business stands on the assets side of the business at a figure above that which represents its true value, and resort can then be made to this value of the goodwill as one of the figures off which can be written some part of the amount by which the capital is to be reduced.

But this is not by any means always the case, for in many sound and conservatively-managed concerns the goodwill may not be represented on the assets side of the balance sheet at all. But it does not follow from this that the court will, in making the calculation necessary for the determination of the amount of capital lost or unrepresented by available assets, treat the goodwill as being of no value, and indeed, such authority as there is on the point shows that the court will usually require a value to be put on the goodwill. In *Re Abstainers & General Insurance Co.* [1891] 2 Ch. 124, the balance sheet of the company showed an expenditure of a large sum on preliminary expenses, agency establishment and extension expenses. The petition for the confirmation of the reduction alleged that this sum so expended could not be considered an asset of the company, and that it was in fact lost capital, or capital unrepresented by available assets. NORTH, J., refused to accept this as being a true statement of the position, and, to the suggestion on behalf of the company that, if not lost, it was at any rate unrepresented by available assets, his Lordship asked the question as to whether, if the company were transferring its business to another company, the goodwill would probably be an available asset of some value, and though this is not authority for the general proposition that every company must have some goodwill, it does at least show that the possibility of a transfer of the company's business must be taken into account in such cases. It would also seem to any person conversant with business affairs that, on such a transfer, the purchaser, in the majority of cases, would hardly consider that the only property he was buying that had any value at all were what may be called the tangible assets.

COZENS HARDY, J., as he then was, in *Re Barrow Haematite Steel Co.* [1900] 2 Ch. 846, followed the decision of NORTH, J., referred to above, and held that there ought to be brought into account the value of the goodwill of the company for the purpose of ascertaining the amount of capital lost or unrepresented by available assets. In that case no value was shown in the balance sheet for the goodwill, and, amongst many other objections by persons opposing the petition for the confirmation of reduction, the objection was put forward that the goodwill was an asset of some value; and, with regard to this objection, the learned judge says, at p. 855: "As to goodwill, it is no doubt true that the company never has entered goodwill as an asset. For the purposes of the company as a going concern there was no necessity for doing this; but, nevertheless, any goodwill must be regarded as an available asset for the purpose of a reduction petition. The decision of NORTH, J., above referred to (i.e. *Re Abstainers & General Insurance Co.*) is clear upon the point. I think, upon the balance of the evidence, that a company of this magnitude, whose goods are known almost all over the world by their particular brand, must have a goodwill of considerable value." The actual decision of COZENS HARDY, J., in this case, where he refused to confirm the proposed reduction, was affirmed by the Court of Appeal [1901] 2 Ch. 746, on grounds which did not necessitate the expression of any opinion with regard to the goodwill question, and indeed the Court of Appeal expressly refused to give any opinion thereon.

Accordingly, it is necessary, where the balance sheet shows no goodwill as an asset, either to prove that it has no value (a difficult, and indeed well-nigh impossible, task), or to put a proper value upon it, and bring such value into account.

(*To be continued.*)

A Conveyancer's Diary

The Statutory Power of Advancement.

I have hitherto refrained from commenting upon *Re Stimpson's Trusts* [1931] 2 Ch. 77, although that case has been the subject of some controversy. In the first place, I preferred to await the full report in the Law Reports, and then I found myself involved in other matters which I thought of more immediate interest.

The case, however, is one which must be considered not so much for the actual decision, but by reason of the inferences to be drawn or which may be drawn from it. It is of sufficient importance to bear setting out the facts and the judgment in some detail.

By a settlement dated in 1874 certain freehold and leasehold hereditaments were conveyed to trustees upon trust to pay the income thereof to M.S. for her life, and after her death for T.S. during his life, and after the death of the survivor upon trust for such persons as M.S. should appoint, and in default of appointment for the issue of T.S. and M.S.

T.S. died in 1904, and M.S. by her will dated in 1906 appointed J.T.D. to be sole executor and trustee thereof, and after reciting the settlement of 1874 and her general power of appointment thereunder, in exercise thereof appointed that all the real and leasehold estate comprised in the settlement and the proceeds of sale thereof, or the investments representing the same, should be held by the trustees for the time being of the settlement of 1874 upon trust for sale and investment, and to pay the income to her son, L.S., during his life, subject to the proviso thereinafter contained, and after his death upon trust for his children, with a gift over in default of such children. There was a proviso that if L.S. should assign or charge the life interest given to him by the will, or any part thereof, or become bankrupt, or do or suffer anything whereby his life interest would become vested in or payable to any other person, then the trusts in his favour should cease and the trustees should thenceforth during his life apply the income upon discretionary trusts in favour of L.S. and his issue. The will did not contain any power of advancement.

The statutory power of advancement is contained in s. 32 of the T.A., 1925, which reads:—

"(1) Trustees may at any time or times pay or apply any capital money subject to a trust, for the advancement or benefit, in such manner as they may, in their absolute discretion, think fit, of any person entitled to the capital of the trust property or of any share thereof, whether absolutely or contingently on his attaining any specified age or on the occurrence of any other event, or subject to a gift over on his death under any specified age or on the occurrence of any other event, and whether in possession or in remainder or reversion, and such payment or application may be made notwithstanding that the interest of such person is liable to be defeated by the exercise of a power

of appointment or revocation or to be diminished by the increase of the class to which he belongs."

There is a proviso which so far as material reads :—

"No such payment or application shall be made so as to prejudice any person entitled to any prior life or other interest, whether vested or contingent, in the money paid or applied unless such person is in existence and of full age and consents in writing to such payment or application."

"(2) This section applies only where the trust property consists of money or securities or of property held upon trust for sale, calling in and conversion, and such money or securities or the proceeds of sale, calling in and conversion are not by statute or in equity considered as land or applicable as capital money for the purposes of the Settled Land Act, 1925."

The question, of course, arises upon the true construction of sub-s. (2), and it will be necessary to refer to other provisions regarding the application of the proceeds of sale of land held on trust for sale to see whether the exception in that sub-section has the effect of preventing advancements being made thereout, and what other results may flow from the construction adopted by the learned judge in this case.

In passing, it is interesting to note that the learned editor of "Wolstenholme's Conveyancing Statutes" says in his comments on s. 32 (2) that "it may give rise to trouble in practice," and that "something appears to have gone wrong with the drafting," which is doubtless true, but is not peculiar to this sub-section.

Before dealing with that question, I must pause to consider the decision on another point. It appears that the learned judge held that the tenant for life, by consenting to an advancement being made, under the statutory power, to his son, forfeited his life interest, because, apparently, some part of his life interest would become "vested in or payable to another person." Unfortunately the report does not tell us what arguments were advanced by counsel on this point, and beyond stating the bare fact that his lordship held as stated no reason is given for the decision.

In *Re Hodgson ; Weston* v. *Hodgson* [1913] 1 Ch. 34, there was a forfeiture clause in similar form to that which was contained in the will before the court in *Re Stimpson*, and there was an express power of advancement with the consent of the tenant for life. It was contended that by giving his consent the tenant for life had forfeited his life interest, but Neville, J., held that he had not. The learned judge said : ". . . so long as the husband did no more than dispose in the interests of his children of the income which but for the advancement he would have received under the provisions of the settlement, any act of that kind on his part is excluded from the operation of the forfeiture clause. The forfeiture clause was never intended to operate in that direction at all, and it would be, I think, directly contrary to the whole intention of the deed if I held that it was so. I hold, therefore, that there has been no forfeiture."

It does not seem that *Re Hodgson* was mentioned to Luxmoore, J., in *Re Stimpson*. If it had been he would no doubt have followed or distinguished it and, in the latter case, stated his reasons for so doing. I think, therefore, that the earlier case must be regarded as a binding authority until the Court of Appeal says that it is wrong, which is most unlikely.

Now to return to the main question involved in *Re Stimpson*. The real point of difficulty arises by reason of the provisions of s. 28 of the L.P.A., 1925, which, so far as material, are as follows :—

"(1) Trustees for sale shall in relation to land or to manorial incidents and to the proceeds of sale, have all the powers of a tenant for life under the Settled Land Act, 1925, including in relation to the land the powers of management conferred by that Act during a minority." Omitting the words inserted by the L.P.A., 1926, which are immaterial for the present purpose, the sub-section proceeds : "and (subject to any express trust to the contrary) all capital money arising under the said powers shall, unless paid or applied for any purpose authorised by the Settled Land Act, 1925, be applicable in the same manner as if the money represented proceeds of sale arising under the trust for sale."

It is suggested and was apparently contended in *Re Stimpson* that the effect of this sub-section is to make the proceeds of sale of land held upon trust for sale "applicable as capital money for the purposes of the Settled Land Act, 1925," within s. 32 (2) of the T.A., 1925, with the result that the power of advancement conferred by s. 32 (1) does not apply.

Luxmoore, J., rejected that contention. If the learned judge was right, other consequences may follow. For instance, it may be that the result of his decision is that the proceeds of sale of land held on trust for sale cannot be invested in the purchase of land.

I will endeavour to go further into the matter next week.

Landlord and Tenant Notebook.

Eviction by Landlord.

The nature of eviction was discussed and defined in *Upton* v. *Townend*, *Upton* v. *Greenlees* (1855), 4 W.R. 56. The defendants in that case were tenants to the plaintiff of separate premises in the same building. One defendant held under an agreement for a lease which was never executed, and the other was holding over after the expiration of his lease as a yearly tenant, at a time when a fire destroyed the whole building. The Plaintiff rebuilt, but on a slightly different plan, so that the amount of space in each case differed from what it had been. He next tried to let one set of premises to someone else, but failed to come to terms. He then sued the defendants for rent, and they pleaded eviction. The plea succeeded ; but what is important is that it was laid down that for it to succeed it must now be shown that the landlord's act had amounted to an intentional deprivation of enjoyment. A mere trespass would no longer suffice.

No mention of the above case appears to have been made in *Newby* v. *Sharpe* (1878), 8 Ch. D. 39, C.A., but the judgments of the Court of Appeal did in fact proceed on similar lines. The plaintiff had taken the basement of the Defendant's premises, which were used as a gunpowder warehouse, for the purpose of storing cartridges. The lease contained the usual covenant for quiet enjoyment. It was concluded at a time when the parties knew that Parliament was contemplating legislation which might make the storage of cartridges in the same building with gunpowder illegal. And when the Explosives Act, 1875, was passed, the defendant asked the plaintiff to remove his cartridges. The plaintiff refused, and the defendant then had them removed to an adjoining building. Fry, J., held that this was "an eviction or interruption of the enjoyment of the premises done by the lessor himself," and a breach of the covenant for quiet enjoyment. But on appeal, the judgment was reversed, the appellate tribunal taking the view that under the circumstances it was a trivial act of trespass.

Another case decided at about the same time is *Pellatt* v. *Boosey* (1862), 31 L.J.C.P. 281, an action for breach of covenant to repair, brought against an administratrix. The defendant was the daughter of the tenant, who had died soon after the term had commenced, and the plaintiff, at that time unaware of her existence, had arranged with the son that he should occupy as a yearly tenant at the same rent. The defendant pleaded eviction, and the court took the view that while rent paid by the brother might be said to have been paid on her behalf, the plaintiff, having kept her out of possession, could not take advantage of his own wrong and could not forfeit the lease.

Presumably the facts of cases such as *Kirkman* v. *Jervis* (1839), 7 Dowl. 678 and *Cowie* v. *Goodwin* (1840), 9 C. & P. 378 would hardly justify a plea of eviction nowadays. Both were actions for rent, brought as claims for use and occupation. In the one, the landlady of rooms let for six months had refused to allow the tenant to cook fish on a Sunday; the defendant said she would leave; the landlady said she did not care; the tenant stayed one week more and then left. It was held that the "misconduct" of the plaintiff justified the departure of the defendant, but that she was liable to pay rent up to the time when she had left. In the other case, the defendant's apartments had been rendered uninhabitable by the collapse of the wall of a privy upstairs; nevertheless, he had remained on for six months, being unable to find suitable alternative accommodation. It was held that his liability ceased when the accident happened. Another old authority is *Smith* v. *Raleigh* (1814), 3 Camp, 513; in the judgment in *Upton* v. *Townend*, *Upton* v. *Greenlees*, *supra*, it was referred to as being "very like an eviction." The plaintiff had let a cottage and garden, and subsequently railed off part of the latter and built upon it a privy for the use of other tenants. The defendant thereupon returned the key. The plaintiff failed in his action for rent, and the case is an authority for the proposition that eviction from part by a landlord has the same effect as eviction from the whole.

If the nature of eviction has been settled, its effect cannot be said to be well defined. It is clear that it is a bar to an action for rent while the eviction lasts. But two of the Lords Justices who heard the appeal in *Newby* v. *Sharpe*, *supra*, used language from which it appears that they thought that eviction (1) determined the tenancy, and (2) gave rise to an action for damages, in itself. The first proposition is in direct conflict with a number of authorities, e.g., *Morris* v. *Chadwick* (1849), 7 C.B., in which it was held that an evicted tenant remained liable on his covenant to repair. As to the second, the matter is perhaps merely of academic interest, in that proceedings could always be based on breach of covenant for quiet enjoyment, unless there exists a tenant who would agree to an express covenant excluding eviction by the lessor.

Our County Court Letter.

SOLICITORS' RIGHT OF SET-OFF.

In *Hatchard* v. *Gowen*, recently heard at Croydon County Court, a plaint had been entered on the 7th May for £47 11s., for work done, and a notice of defence had been demanded on the 11th May. The two days allowed by the rules were exceeded, however, and it was not until the 29th May (a fortnight before the trial) that the defendant delivered a bill of costs for £16 18s. 10d., including the costs of an action arising out of the dissolution of a firm in which the plaintiff had been a partner. This amount was claimed as a set-off, but the plaintiff's case was that (1) the action was undefended, as the claim was admitted and nothing was owing to the defendant, who could only set off such sums as were recoverable; (2) nothing was in fact due to the defendant, who had failed to comply with the Solicitors Act, 1843. His Honour Judge Harington observed that it would be necessary to ascertain whether any debt was owing to the defendant, whose bill was accordingly referred for taxation, subject to which the plaintiff was willing to pay whatever amount might be due.

It was argued for the defendant that the above was a parallel case to *Brown* v. *Tibbits* (1862), 11 C.B. (N.S.) 855, in which the plaintiff claimed £100 under two agreements of indemnity in respect of the costs of two actions brought against him. The defendant claimed to set off an equal amount in respect of certain other costs (as appeared from an account stated), but the plaintiff disputed liability on the ground that a bill had not been delivered a month before action as required by the above Act, s. 48. The Court of Common Pleas held that the amount might nevertheless be set off, and Mr. Justice Williams observed that the statute merely prohibited the bringing of an action, and there was no hardship in allowing a set-off of costs, as the action might be stayed pending taxation. Mr. Justice Byles agreed that an attorney's demand for fees answered the description of a debt, which might be set off, even although no bill had been delivered.

An account stated was also held to entitle the solicitor to sue, without the delivery of a bill, in *Turner* v. *Willis* [1905] 1 K.B. 468, in which the balance in favour of the plaintiff had been agreed at £35. At Whitechapel County Court, however, judgment was given for the defendant, on the grounds that the claim was statute-barred and the subsequent agreement was not in writing. The Divisional Court (Lord Alverstone, L.C.J., Mr. Justice Kennedy and Mr. Justice Ridley) ordered a new trial on the ground that the account was stated in regard to two cross-claims (one of which was not a solicitor's bill) and therefore a written agreement was not necessary.

A decision to the opposite effect (supporting the plaintiff's claim in the first-named case, *supra*) was given in *Smith* v. *Betty* [1903] 2 K.B., at p. 323. The plaintiff claimed £260 upon a bill of costs, part of which was held to be statute-barred, and Mr. Justice Wright held that a subsequent sum received on behalf of the client could not be set off against the items disallowed. This decision was upheld by the Court of Appeal (Sir Richard Henn Collins, M.R., and Lords Justices Stirling and Mathew) on the ground that no debts can be used by way of set-off . . . except such as are recoverable by action. Compare the "County Court Letter" entitled "Solicitors' Rights and Liabilities" which appeared in our issue of the 11th July, 1931 (75 Sol. J. 455, and prior references).

Forensic Fiction.

On a certain Sunday in June Mr. Careless took his wife for a drive in a car.

It was a Sumptuous Car, a car fitted with "all the latest Improvements and Accessories" as the manufacturers so often pointed out. And it belonged to Mrs. Careless.

It was a beautiful day and Mr. Careless had had (as is usual in these cases) "not more than Four Small Bitters" with his lunch. Four Small Bitters were enough to make Mr. Careless live up to his name. The car was High-Powered, it slid along at an alarming speed and would have continued so to slide had not Mr. Careless thoughtlessly and without the slightest warning driven it against a stout oak tree. Machinery and Nature strove for supremacy. Nature won. The Sumptuous Car became a Wreck.

Mr. Careless was a humane man. After having ascertained that the Sumptuous Car was Beyond Repair, he did what he could for his wife who was Screaming Herself to Death underneath the wreckage. His solicitude greatly comforted her last moments.

In the course of time the will of Mrs. Careless was Duly Proven. In it she made Sundry Bequests and gave the Residue of Her Estate to her husband. Him she also appointed Executor of the said Estate.

Whereupon Mr. Careless wrote to the Insurers who had insured the Sumptuous Car for his wife and demanded the sum of £3,000 for the loss of the said car. The Insurers who had a great Reputation for Politeness sent Mr. Careless a lengthy form to fill up stating amongst other things the Name of The Person Driving at the Time of the Unfortunate Accident.

On learning that the driver was Mr. Careless the Insurers forgot their Politeness and became almost Offensive. They pointed out that the Sumptuous Car was lost through Mr. Careless' negligence and that as he was the Residuary Legatee of the Estate they did not propose to pay him £3,000 for an act "occasioned Entirely By His Own Negligence."

Mr. Careless who had had Dealings with the Law and knew the effect of a Statement of Claim on an Insurance Company promptly issued a Writ in which he pointed out that he was suing as Executor Of His Wife's Estate, and submitted that the question of his own negligence was entirely irrelevant to the matter.

The Insurers became Exceeding Wroth at this and Throwing Caution To The Winds decided to defend the Action on various grounds including that of Public Policy.

At the Trial Mr. Careless Cheerfully Admitted that he might have been negligent, even that he might have had "Five Small Bitters." Counsel for the Defendants pointed out that Mr. Careless was in effect asking for £3,000 for an Act Due Entirely to his own Negligence. Counsel also made injudicious references to the Doctrine Of Public Policy, whereupon the Judge awoke and made caustic comments on "An Unruly Horse," and demanded whether Counsel for the defendants knew the Consequences of getting Astride the aforesaid horse.

Judgment was given for Mr. Careless in the sum of £3,000 and Costs after the judge had delivered an admirable summing-up quoting thirty-five Decided Cases and inventing four Entirely New Metaphors for the Doctrine of Public Policy. For which he was Publicly Thanked by the Lord Chief Justice.

Moral: Always serve a Writ when the Defendant is an Insurance Company.

Reviews.

Law and Civic Life.—The Presidential Address of Lord Atkin to the Holdsworth Club of the Students of the Faculty of Law in the University of Birmingham on 9th May, 1930. Published by the Holdsworth Club.

Law and Language.—The Presidential Address of Lord Macmillan to the same club on 15th May, 1931. Published by the Holdsworth Club.

The Holdsworth Club of the Faculty of Law in the University of Birmingham is so called in honour of the distinguished historian of English law, Sir William Holdsworth, and those who have thus named it are to be congratulated, first, on their recognition of the immense service which Sir William has rendered to the student of the development of our legal system, and, secondly, in securing in the persons of Lord Atkin and Lord Macmillan two such admirable Presidents who could speak to them with such distinction and with such felicity of language. Regarding the law as the most pervasive force which influences the life of the citizen from its very beginning to its end, Lord Atkin once again puts in a plea for the teaching of the principles of law to every citizen; indeed, it is somewhat surprising that the State, which exacts obedience to the law, should take not the slightest trouble to make at least its elements known to the community. Lord Atkin then proceeded to point out the immense force which the law possesses in its enforcement of a high standard of integrity. As he says, the man who swears unto his neighbour and disappointeth him not is a person not only commended by the law of morality but by the municipal law which penalises a breach of this obligation by an action for damages. Lord Atkin did wisely, too, in commending his hearers, especially in these days when there is so much ill-considered criticism of law and lawyers, to make known the true function of law and lawyers and the importance of respect for substantive law and devotion to justice. In his equally fascinating address on "Law and Language," Lord Macmillan enlarged on the truth of Lord Mansfield's observation that "most of the disputes in the world arise from words," and as he went on to show, it frequently happens that those words which are apparently the simplest, give most trouble to the courts when called upon to interpret them. Dr. Johnson found this out long ago when engaged in the compilation of his dictionary, for readers may remember that his definition of the word "network" had to take this remarkable form: "Anything reticulated or decussated at equal distances with interstices between the intersections," which, though excellent in pictorial effect, left the meaning of "network" as obscure as before. Lord Macmillan recognises that the problem of interpretation of the meaning of words is likely to increase rather than diminish in view of the yearly output of the Legislature, especially in view of its incursions into regions which were formerly regarded as outside its province, and its endeavour to regulate every incident and transaction of our daily lives; but he offered this consolatory observation to his audience, that the task of construing the scores of imperfectly-framed statutes will, at least, have this effect, that it will save many lawyers from swelling the ranks of the unemployed. Both addresses are packed with sound suggestion and enlivened with pleasant touches of humour; they deserve to be widely read.

Books Received.

Outlines of the Law of Evidence in Scotland for the use of Students. By W. J. Lewis, B.L., S.S.C., Reader in Evidence and Procedure in the University of Edinburgh. Crown 8vo. pp. viii and (with Index) 150. Edinburgh and Glasgow: William Hodge & Co., Ltd. 5s. net.

The Contract of Affreightment as expressed in Charter-parties and Bills of Lading. By Sir Thomas E. Scrutton, one of the Lords Justices of His Majesty's Court of Appeal. Thirteenth Edition. By S. L. Porter, M.A., K.C., and W. L. McNair, Barrister-at-Law. 1931. Large crown 8vo. pp. lxxxix and (with Index) 621. London: Sweet & Maxwell, Ltd. £1 13s. net.

Some New Ideas on Public Issue Allotment Work. By Oswald M. Brown, F.I.C.A., with a Foreword by Mr. Harold G. Brown, Solicitor (of the firm of Linklaters & Paines). Crown 8vo. pp. 21. London: Gee & Co. (Publishers) Ltd. 1s. 6d. net.

The Law of Transport by Rail. J. D. I. Hughes, M.A., B.C.L., Barrister-at-Law. 1931. Crown 8vo. pp. 176. London: Longmans, Green & Co. 5s. net.

Motives and Mechanisms of the Mind. An Introduction to Psychopathology and Applied Psychology. E. Graham Howe, M.B., B.S. (London), D.P.M. 1931. Demy 8vo. pp. xiii and (with Index) 260. London: The Lancet, Ltd. 10s. 6d. net.

Gee's Packing List. Sufficient for twenty-five Holidays—Golfing, Yachting, Fishing, Shooting, Motoring, Racing, Hunting, Winter Sports—Week ends, etc., and for all Holidays. Contains a complete list of everything a man is likely to require on a short or long holiday of any kind. Per pad of 25 sheets. London: Gee & Co. (Publishers), Ltd. 1s. net.

Orders made under the Road Traffic Act, 1930. A Companion to "Woodward's Road Traffic Act." The text of the Statutory Orders made under the Act by the Minister of Transport up to June, 1931. With an Introduction and Index. 1931. E. Gilbert Woodward, M.A., B.C.L., Barrister-at-Law. 1931. Demy 8vo. pp. 163 (with Index). London: Eyre & Spottiswoode (Publishers), Ltd. 12s. 6d. net.

New York University Law Quarterly Review. Vol. VIII. No. 4. June, 1931. New York: Board of Law Quarterly Review. $1.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Devise of Land subject to Mortgage—Contrary Intention expressed in other Document.

Q. 2252. A by her will bequeathed her freehold house to B and the residue of her property between C and D, subject to payment of debts, etc. It was afterwards discovered that there was a mortgage on the house. A then wrote a letter unattested to her executors explaining that she wished "the payment of her just debts funeral and testamentary expenses" to include the payment of the mortgage debt. Would this letter be enough to free the property of the mortgage when it passed to the hands of B having regard to s. 35 of the Administration of Estates Act.

A. In our opinion the letter is certainly within the expression "other document" in the section, and as the "contrary intention" is clearly expressed, B is entitled to have the mortgage discharged out of the residue. See *Re Nicholson*, 68 Sol. J. 84.

Rent-charge—Remedies of Owner.

Q. 2253. A is the owner in fee simple of a perpetual rent-charge issuing out of property against which a demolition order has been made and confirmed. B is the owner of the property subject to the rent-charge, who has mortgaged to C. The deed creating the rent-charge contains a proviso enabling the owner of the rent-charge to enter and receive the rents of the property until arrears of rent-charge are paid or other moneys expended by reason of breach of covenant in repairs, etc., recovered. The rent-charge is considerably in arrear, and there is a purchaser for the site if a sale could be effected giving the latter a freehold interest free from the rent-charge and the demolition order. Only the site is required by the purchaser, not the buildings. If C will not concur with A in the sale (mortgage interest being considerably in arrear), has A any means of carrying out the sale to the proposed purchaser? If not, what are his remedies against the property, and could he carry out the demolition order and get the proceeds of a sale of the materials? If his best remedy is under s. 121 of the L.P.A., could he demise the property to a trustee for, say, 1,000 years and the trustee sell the leasehold interest for the whole of such term in consideration of a sum which will recompense him for the capital value of his rent-charge?

A. There is no way in which A can receive a capital sum in discharge otherwise than by voluntary agreement by the persons entitled to the property or by an owner or person interested in the property redeeming under s. 191 of L.P.A., 1925. A could, as suggested, demise to a trustee, but under s. 121 the trustee can only take means to raise the "annual" sum with arrears and costs, and not a capital sum, except to pay arrears and costs. A should demise the property as it is and leave the lessee to carry out the demolition. The provisions of s. 121 only apply to rent-charges created after 31st December, 1881. If the deed creating it was of earlier date, A has only such powers as the deed gives him.

Income Tax.

Q. 2254. A has carried on the business of a grocer and draper in a small village shop for many years. He is also sub-postmaster, and the post office is in the same building as the shop. For the years 1926-27, 1927-28 and 1928-29 he had assessments under Sched. D made upon him of £275 against which he did not appeal. The Inspector of Taxes has been raising questions and contemplated re-opening these assessments by causing additional assessments under Sched. D to be made. Had he done so A would have appealed and probably won his appeal on questions of fact. No assessments under Sched. E were raised until this year, when they have been so raised for the three years 1926-27, 1927-28 and 1928-29 in the sum of £125 in respect of each year for post office salary and emoluments. These assessments are accurate so far as the actual earnings are concerned, but A contends that in fact the Sched. D assessments of £275 each were sufficiently high (compared with actual profits) to have covered both his Sched. D and Sched. E income in the years in question, and also contends that with these Sched. E assessments added to the old Sched. D assessments he will be paying tax on income which in fact he never received or earned. Is it now possible for A to appeal in respect of the Sched. D assessments for those years (particularly having regard to the fact that A, not being up in income tax matters, assumed that the Sched. D assessments were meant to cover all the money he earned)? Can A in appealing against the Sched. E assessments ask to review the Sched. D assessments, i.e., can he submit figures to show his total earnings both from trading and salaries and to show that he in fact was in receipt of not more than £275 in all?

A. An appeal should be lodged against the Sched. E assessments on the ground that the income now sought to be assessed has already been taxed under Sched. D. The appeal should be supported by accounts for the period in question. It is not considered practicable to appeal against the Sched. D assessments, but the above procedure would cover the only ground for appeal.

Purchase by one Partner on behalf of Self and Partner—Undisclosed Trust—Purchase of Share by Partner.

Q. 2255. In 1925 leasehold land and premises were assigned to D.H. alone. In point of fact the property was purchased on behalf of a partnership existing between D.H. and J.W. in equal shares, but no reference to that fact was made in the assignment. J.W. has now arranged to buy the half-share of D.H., who, therefore, wants to vest the property entirely in J.W. alone. What must be done to effectuate this position? Must D.H. appoint trustees for sale? Will then the trustees have to sell the whole of the property to J.W.? If so, J.W. will be paying stamp duty on the value of his own half-share although full stamp duty was paid on the whole of the property on the assignment in 1925. If the matter can be effectuated otherwise than by the appointment of trustees for sale by D.H., please state what course is recommended under the circumstances.

A. It is assumed that by "on behalf of a partnership" means that the partners found the money. It is usually assumed in like cases that para. 1 (1) of Pt. IV of 1st Sched., L.P.A., 1925, applies ("Everyday Points in Practice," p. 90, case 3). D.H. therefore became trustee for sale. No trustee need be appointed. Recite assignment to D.H. that purchase money provided by D.H. and J.W. as partners in equal shares; effect of transitional provisions that D.H. holds upon statutory trusts; agreement for sale by D.H. of his equitable share for £x. Testatum (1) D.H. as beneficial owner assigns undivided half-share in proceeds of sale and income until sale to J.W.; (2) D.H. as trustee assigns land and premises to J.W. free from trusts.

Correspondence.

"Summary Justice."

Sir,—I submit that the identification has failed. I am not Puck, though I confess to a distant relationship. What "Home Counties" has done is frequent in identification parades—if you cannot find the man himself, pick out the one most like him! If my mere denial is not enough, I can bring evidence that my eyes are not blue and that I cannot crop a dandelion between my big toe and the next: *vide* Rew. *and* Fa., p. 5. I am really sorry, for to unseat "the wisest aunt, telling the saddest tale," as described by the immortal Will, must be much better fun than upsetting a chairman of sessions on appeal. Moreover, Puck being the oldest Old Thing in England (per Kipling, *Pu. Poo. H.*, p. 8), must have seen the jury come and will see it go. In my shorter years I shall not see the end, which is not to be expected at quite an early date.

But the extinction of the jury is on the way, nevertheless. The indications pointing to that conclusion are not merely statistical. The second schedule to the Criminal Justice Act, 1925, s. 164 of the Bankruptcy Act, 1914, and numerous other "Trial and punishment of offences" sections are symptoms much supporting my prognosis, which too does not fail to take account of the perverse ingenuity with which cases are "brought" within summary jurisdiction. In the old days of the forty-shilling limit for "consent" trials for larceny a learned magistrate has been known to assume jurisdiction to try a man who stole a cartload of goods by saying he would deal with him for stealing one small parcel, just as now benches "reduce" the felony of wounding with intent to the misdemeanour of maliciously wounding—by wilfully ignoring some of the facts.

Personally, I believe in trial by laymen. They average out better. A bad jury can adversely affect one trial; a bad professional magistrate can work injustice for half a lifetime. Nor is the professional's law always so sound as a trustful public supposes. A magistrate who holds his tongue is with difficulty found to have misdirected himself; but judges are gentlemen of the same class and type, though presumably rather more good and great, and the Criminal Appeal Reports show them misdirecting juries with some frequency.

It was wrong of me to hint at imperfection in the public schools. I will not add to that indiscretion. But the wheel and drift of things may bring "Home Counties" and myself together and we can talk over the issue discussed by Shaw, B., in *Tanner* v. *Straker* (reported Ma. & Sup., p. 50).

Perhaps this time I may be allowed to sign as

Mudros. ROBIN GOODFELLOW'S COUSIN.
25th July.

The Rent Restriction Acts Committee.

Sir,—The committee who have reported on the Rent Acts consider (para. 107) that those temporary measures (para. 6) have now been sufficiently interpreted by judicial decisions. Probably they refrained from making the proposal I am about to put forward because it would have been outside the scope of their terms of reference. But I believe that many of your readers will none the less consider the suggestion a useful one. It is that some tardy recognition be bestowed on all those who have paid down their cash in the interpretation of the Acts.

Recognition might well take the form of a monument to the memory of the cash so paid down. Details could be settled at a later date, but for the present I suggest that the site (subject to Mr. Lansbury's permission) be the centre of the Hampton Court Maze. Funds could be raised by involuntary subscription among the Parliamentary draftsmen. The monument itself should be simple; this does not mean, of course, that it should not be costly. A shield, symbolical of protection, surmounting a solid column of some durable substance, would do as regards outline. But the column should have inscribed upon it, in letters of gold, all the names appearing in the Table of Cases appended to any standard work on the Acts. The shield might well be emblazoned with a design supplied by the College of Heralds; the details would probably include a statutory tenant *rampant, gules*, and/or a sitting tenant *sejeant, languetirant, sanguine*; sitting, of course, on a controlled landlord *couchant, sable*. As to the device, a number of suitable phrases readily suggest themselves, such as "*J'y suis, j'y reste*"; "Let tenante holde what tenante helde"; "*Non omne quod licet honestum*"; "*Pactis privatorum publico juri derogari nequit*"; and "*Melior est conditio possidentis.*"

In conclusion, I am strongly in favour of the unveiling ceremony being performed on one of the usual quarter-days and by Lord Justice Scrutton.

London. ADMIRER OF TEMPORARY MEASURES.
July, 1931.

The Oldest Coroner.

Sir,—Under the above heading I read in THE SOLICITORS' JOURNAL of the 18th inst. the statement that Mr. John Graham, the Durham County Coroner, is the only surviving coroner who owes his position to the votes of freeholders.

This is not correct. I am the coroner for the eastern district of Northamptonshire, and was elected by votes of freeholders at Kettering in 1877. Previously to that I had acted as deputy coroner for about two years and held all the inquests as the actual coroner was incapacitated.

I was eighty-four years of age last June.

Wellingborough. J. T. PARKER.
25th July.

[We are obliged to our correspondent for his interesting letter.—ED., *Sol. J.*]

"Goodeve and Potter's Real Property."

Sir,—My attention has been called to an article in your journal under the heading of "A Conveyancer's Diary," in the issue of the 11th inst., in which the learned writer calls in question an opinion expressed in "Goodeve and Potter's Real Property," p. 603, on the effect of endorsements upon a probate under the Administration of Estates Act, 1925, s. 36. May I beg the courtesy of your columns to point out that the sentence in question has no relation whatever to the priority of two conveyances for value made by a personal representative as the learned writer seems to have been misled into believing. The passage referred to sums up an elementary survey of the position of "assents" by personal representatives in making a title and as a link in the title. It is thought that the expression "assent" can hardly be technically used to cover a conveyance for valuable consideration, even by a personal representative, though the 1925 legislation does not appear to contain a definition of the expression. The exclusion of conveyances for valuable consideration from the effect of an endorsement by s. 36 (6) of the Administration of Estates Act, 1925, is in fact noted in the same chapter on p. 599. The passage, on which the learned writer of the article seems to have been in doubt, referred to my opinion that in investigating the title to the legal estate the probate has taken the place of the will, though even here a caveat was entered at the end of the sentence.

King's College, W.C.2. HAROLD POTTER.
22nd July.

NATURALISATION LAWS.

Details of the Nationality and Naturalisation Laws of Certain Foreign Countries are given in a White Paper published by H.M. Stationery Office. (Cmd. 3907: 1s.)

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 6th August, 1794, Lord Bathurst died of natural decay at the age of eighty-one. After having been for sixteen years a perfectly satisfactory common law judge (he was raised to the Bench at the early age of forty), he accepted the Great Seal and became the most incompetent Chancellor of his century. For seven years he presided in a court with whose practice he was unfamiliar, dispensing equity whose principles he did not understand. The formidable Thurlow, then at the Chancery Bar, completely overawed him. When at last he retired he declined to accept any pension, a gesture in keeping with his honourable character, for, personally, he had all the good gifts of nature except those essential to the office he attained. His memory was kept alive not by his legal decisions, which had no importance, but by the building of Apsley House.

BY THE NOSE.

At great length did Clauson, J., recently investigate whether or not a certain factory was suffocating neighbouring citizens with evil odours—a hard task, for, according to one side, you could put your head into the thickest of the fumes and smell hardly anything, and on the other side, a score or so of eminent residents swore to intolerable stenches half a mile away. To these, counsel simply suggested that they were exaggerating and left it at that. Not such were the methods in the days when leg-pulling was an integral part of the art of cross-examination. Perhaps the most artistically fantastic reduction of a witness to the absurd was achieved by Platt (later a Baron of the Exchequer). He had to deal with a labourer who was testifying to certain evil odours emanating from a tank and had said that "some on 'em smells like paint." "You are aware," said Platt, "that there are various colours of paint. What colour would you say this smell belonged to? What do you say to yellow?" "I think it were more of a blue smell." "A blue smell! We all know a blue smell when we see it!" And so on till he had reduced the man to comparing the smell to the scarf he was wearing, and answering, "Yes, my lord," to every question the witty advocate put to him.

UNREADY RECKONING.

Mr. Justice Wright pleaded guilty at the Old Bailey to a lack of friendly intimacy with arithmetic. Certainly, the law is traditionally more akin to letters than to accountancy. Scrutton, L.J., recently recalled, in the course of a judgment, the instance of the learned judge who woke up suddenly from a nap, just as counsel was informing the court that a certain person had "gone to his account." Catching only the last word, he exclaimed, "Account, did you say? Then don't you think the whole matter had better be sent to the official referee?" The judge was of course Pollock, C.B., who disliked mathematical calculation as much as he was partial to an occasional doze. The latter weakness reminds me of the strange felicity of a racing edition poster exhibited in Carey Street a few weeks ago. "'The Judge' napped," it announced.

THE BUBBLE REPUTATION.

In connexion with the action between two big cheese manufacturing concerns, which has just ended with the dismissal by the Privy Council of an appeal, one cannot help hoping that the conditions of the trade have changed since Lord Chancellor Erskine was at the Bar. "Gentlemen of the jury," he once exclaimed, during a case at the Guildhall, "the reputation of a cheesemonger in the City of London is like the bloom upon a peach. Breathe on it—and it is gone for ever!" Perhaps it is only forensic oratory that has changed. Could any leader wing so bold a flight to-day?

Notes of Cases.

Judicial Committee of the Privy Council.

John A. Rice *v.* **Frits Ricdolf Christiani and Another.**

The Lord Chancellor, Lord Blanesburgh, Lord Tomlin, Lord Russell of Killowen, and Sir Lancelot Sanderson. 26th June.

PATENT—CANADA—CELLULAR BUILDING MATERIAL—PROCESS PATENTED ALREADY KNOWN AND USED BY OTHERS—PATENT INVALID.

Appeal from a decision of the Supreme Court of Canada.

Early in 1921, one Bayer, in Denmark, invented a cellular building material, and on the 11th September, 1922, he filed in Denmark an application for a patent in respect of the matter. In October, 1922, the present appellant, in the United States of America, without any knowledge of what Bayer was doing in Denmark, conceived a similar idea, and on the 21st December, 1922, he filed in the United States of America an application for a patent. In 1923 Bayer sold his invention to the present respondents. On the 11th August, 1925, a patent was granted in Canada to the appellant in respect of his invention, and on the 9th November, 1926, a patent was also granted in Canada to the respondents in respect of their process. The respondents then brought an action against the appellant in the Exchequer Court of Canada for a declaration that the patent granted to the appellant was invalid and void by reason of the terms of s. 7 (1) of the Canadian Patent Act, 1923. By that sub-section: "Any person who has invented any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvements thereof, not known or used by others before his invention thereof . . . may . . . obtain a patent . . . " In the Exchequer Court the present respondents failed, but the Supreme Court of Canada reversed that decision and declared the present appellant's patent to be invalid and void. That decision was given on the 9th May, 1930. The appellant now appealed.

Lord TOMLIN, giving the judgment of the Board, said that the knowledge and user of the process by Bayer and his associates, before the 21st December, 1922 (when the appellant filed his application in the United States), although in Denmark and although secret and confidential, and not made available to the public, was, upon the true construction of s. 7 of the Act of 1923, sufficient to invalidate the appellant's patent. The appeal would be dismissed.

COUNSEL: *O. M. Biggar*, K.C., of the Canadian Bar, *J. Whitehead*, K.C., and *Russel S. Smart*, K.C., of the Canadian Bar, for the appellant; *W. D. Herridge*, K.C., and *Gordon Gowling*, both of the Ontario Bar, for the respondents.

SOLICITORS: *Lawrence Jones & Co.; Blake & Redden.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Hunt (Charles) Ltd. *v.* **Palmer.**

Clauson, J. 3rd July.

VENDOR AND PURCHASER—"VALUABLE BUSINESS PREMISES"—RESTRICTED TO A PARTICULAR TRADE—PURCHASER DEEMED TO HAVE NOTICE OF LEASE.

Two leasehold shops described in the particulars of sale as "valuable business premises," were advertised for sale by public auction, subject to special conditions, one of which provided that the purchaser, whether he inspected the lease or not, should be deemed to have bought with full notice of the contents of the lease. The defendant, a dairyman, having for the first time heard of the sale on the day of the auction, attended the sale and was declared the highest bidder. He then signed an agreement to complete the purchase in accordance with the conditions. The two leases contained covenants not to carry on "any other trade or business than that of a

ladies' outfitter, fancy draper and the manufacture of ladies' clothing." On investigating the title the defendant for the first time became aware of the restriction and refused to complete. The vendors thereupon commenced this action for specific performance.

CLAUSON, J., said it was incumbent on the plaintiffs to show that they were in a position to sell to the defendant the thing which they had agreed to sell to him, and not something different. Until they had shown that, the question whether the defendant must be deemed to have had notice of the restriction in the leases could not be relevant. A shop which could only be used for one trade could not fairly be described as valuable business premises. It would be wrong therefore for a court of equity to compel the defendant to complete the purchase. The case of *Re Davis and Cavey* (1888), 40 Ch. D. 601, 605 supported that view, and on that ground the action failed and must be dismissed.

COUNSEL: *A. J. Spencer; C. D. Myles.*

SOLICITORS: *W. B. Wattson; C. M. Benwell.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

E. S. Davies (Inspector of Taxes) *v.* Miss Lilian Braithwaite.

Rowlatt, J. 10th June.

REVENUE—INCOME TAX—EARNINGS OF ACTRESS—VARYING CONTRACTS—NATURE OF ASSESSMENT—MEANING OF "EMPLOYMENT"—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), Scheds. D & E.

Case stated by the General Commissioners of Income Tax for the Kensington Division.

The respondent, Lilian Braithwaite, the actress, appealed against the following assessments:—(1) Under Sched. D of the Income Tax Acts in respect of the profits from her profession or vocation of an actress for the years ended the 5th April, 1926, 1927, and 1928; (2) Under Sched. E of the Income Tax Acts in respect of the profits from her employment as an actress for the same years. The Sched. D and Sched. E assessments were not intended to be cumulative, but were raised as alternative assessments in view of a dispute between the parties as to the correct method of assessment. During the three years ended the 5th April, 1928, she carried on her activities by (*a*) acting in various stage plays in England and one in the United States; (*b*) performing for the films; (*c*) performing on the wireless for the British Broadcasting Corporation; and (*d*) giving performances for gramophone companies for reproduction on their records. As regarded the Sched. D assessments, the respondent contended that (*a*) the contracts between the theatrical producers and the respondent were contracts of employment, the relation between the producer and the respondent being that of master and servant; and (*b*) that the respondent was not assessable under Sched. D in respect of any profession or vocation for any of the years in question, but was assessable only under Sched. E in respect of the various employments exercised by her. For the Crown it was submitted that the respondent exercised a profession or vocation during the years in question and was assessable therefore under Case II of Sched. D in respect of the whole of her profits whether earned in this country or abroad. The Commissioners were of the opinion that the respondent was assessable for all the years in question under Sched. E, and they discharged the assessment under Sched. D.

ROWLATT, J., said that "employment" in Sched. D meant "the way a man employs himself." But when the Legislature put "employment" in Sched. E they meant something analogous to an "office." That word "employment" had now to be construed. He thought of the word "posts" as conveying the idea required. If a person obtained a "post" and intended to remain in it as his means of livelihood, that was "employment" within Sched. E. The respondent's assessment must fall under Sched. D. She did not make a contract with a producer to take a "post," it was a contract for the next thing that she would do. Such contracts were nothing but incidents in her professional career. The appeal would be allowed.

COUNSEL: *The Solicitor-General* (Sir Stafford Cripps, K.C.) and *R. P. Hills*, for the Crown; *Needham*, K.C., and *J. S. Scrimgeour*, for the respondent.

SOLICITORS: *The Solicitor of Inland Revenue; Theodore Goddard & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Obituary.

MR. J. R. FELLOWES PRYNNE.

The late Mr. J. R. Fellowes Prynne, solicitor, who died very suddenly at Cliftonville, Margate, on the 8th July, at the early age of twenty-eight, was the second son of the late Mr. Edward A. Fellowes Prynne, of Ealing. After serving his articles with Mr. Edward F. Emmett, of 61 Carey-street, Lincoln's Inn, he, on account of his health, went to reside at Margate, and there he set up in practice in 1928. Though greatly handicapped by his lifelong ill-health he had already made many friends and was building up quite a good practice. He leaves a widow but no children.

MR. A. C. PROCTOR.

Mr. Arthur Crabtree Proctor, solicitor, Macclesfield, one of the oldest practising solicitors in the country, died there on Saturday, the 25th July, at the age of eighty-four, after a long illness. He came of an old legal family, was admitted in 1869 and had practised continually at Macclesfield since that time. He had held the appointment of Clerk to the County Medical Hospital from 1871 to 1931, when he retired, and of Clerk to the Macclesfield Grammar School for sixty years, retaining it until his death. He was also Official Receiver in Bankruptcy for the Macclesfield and Stockport District from the Bankruptcy Act of 1883 until 1917, when the district was divided.

MR. H. BADDELEY.

Mr. Herbert Baddeley, solicitor, one of the well-known Baddeley twins, famous among lawn tennis players forty years ago, died at Cannes, on Monday, the 20th July. He and his brother Wilfred on being admitted joined their uncle and father (Mr. Thomas Baddeley and Mr. E. P. Baddeley) in the firm of Baddeleys & Co., Leadenhall Street, founded by their great grandfather in 1790. Both, however, retired from practice in 1919.

Parliamentary News.

Progress of Bills.

House of Lords.

Adoption of Children (Scotland).
Read Third Time. [29th July.

*Agricultural Land (Utilisation).
Returned from Commons with Lords Amendments agreed to. [29th July.

*Agricultural Marketing.
Read Third Time and passed. [29th July.

*Agricultural Produce (Grading and Marketing) Amendment [H.L.] Returned from Commons, agreed to. [27th July.

*Ancient Monuments [H.L.].
Royal Assent. [12th June.

Architects (Registration).
Commons Amendments agreed to. [16th July.

British Sugar Industry (Assisted).
Read Third Time and passed. [28th July.

Coal Mines.
Royal Assent. [8th July.

Destructive Foreign Animals [H.L.].
Read Third Time. [20th July.
*Expiring Laws Continuance.
Royal Assent. [19th December, 1930.
Finance.
Read Third Time. [15th July.
*Housing (Rural Workers) Amendment.
Royal Assent. [8th July.
Housing (Rural Authorities).
Read Third Time. [29th July.
Improvement of Live Stock (Licensing of Bulls).
Commons Amendments considered. [27th July.
Isle of Man (Loans).
Committee. [29th July.
Local Authorities (Admission of Press to Meetings) [H.L.].
Royal Assent. [11th June.
Local Authorities (Publicity).
Royal Assent. [12th June.
Local Government Clerks [H.L.].
Read Third Time. [18th June.
London Squares Preservation.
Read Third Time. [7th May.
Marriage (Prohibited Degrees of Relationship).
Read Third Time. [15th July.
Merchant Shipping (Safety and Load Line Convention).
Read Third Time. [7th July.
Mining Industry (Welfare Fund).
Royal Assent. [8th July.
*Pharmacy and Poisons [H.L.].
Read Third Time. [30th April.
Prevention of Imports of Convict or Forced Labour.
Read Third Time. [15th July.
Probation of Offenders (Scotland).
Read Third Time. [13th July.
Public Offices (Sites) Amendment.
Commons Resolutions agreed to. [30th April.
*Representation of the People (No. 2).
Read Third Time. [21st July.
Representation of the People (No. 2).
Report. [16th July.
Road Traffic (Amendment) [H.L.].
Read Third Time. [9th July.
Salvation Army.
Returned from Commons with Amendments agreed to. [15th July.
Sentence of Death (Expectant Mothers).
Royal Assent. [8th July.
Small Landholders and Agricultural Holdings (Scotland).
Returned from Commons with Amendments agreed to. [29th July.
Unemployment Insurance (No. 3).
Read Third Time and passed. [29th July.
Unemployment Insurance (No. 2).
Royal Assent. [8th July.
Unemployment Insurance (No. 4).
Read Third Time. [8th July.
*Widows, Orphans and Old Age Contributory Pensions.
Royal Assent. [12th June.
Wills and Intestacies.
Reported without Amendment from Joint Committee. [17th June.
Workmen's Compensation.
Royal Assent. [12th June.

House of Commons.

Access to Mountains.
Read First Time. [12th May.
Adoption of Children (Scotland).
Read Second Time. [8th June.
Agricultural Land (Utilisation).
Lords Amendments agreed to. [28th July.
*Agricultural Marketing.
Lords Amendments agreed to. [13th July.
*Agricultural Produce (Grading and Marketing) Amendment [H.L.].
Read Third Time and passed. [27th July.
*Ancient Monuments [H.L.].
Read Third Time. [30th April.
Architects (Registration).
Lords Amendments considered. [9th July.
*Consumers' Council.
Read Second Time. [31st March.
Criminal Justice (Amendment).
Read First Time. [28th April.
Employment Returns.
Read Second Time. [17th April.
Fancy Jewellery (Standard Trade Descriptions).
Read First Time. [19th May.
*Finance.
As amended, further considered. [1st July.
Fire Brigade Pensions.
Read First Time. [19th May.
Hospital Lotteries.
Rejected on First Reading. [19th May.
Housing (Rural Authorities).
Lords Amendments agreed to. [29th July.
Improvement of Live Stock (Licensing of Bulls) [H.L.].
Read Third Time. [17th July.
Isle of Man (Loans).
Read Third Time and passed. [27th July.
Leasehold Enfranchisement.
Motion for Second Reading. [1st May.
Local Authorities (Admission of the Press).
Royal Assent. [11th June.
Local Authorities (Publicity).
Royal Assent. [11th June.
Local Government Clerks [H.L.].
Read Third Time. [28th July.
London Passenger Transport.
Joint Committee. [10th June.
Marriage (Prohibited Degrees of Relationship).
Read Third Time. [1st May.
Mining Industry (Welfare Fund).
Read Third Time. [12th May.
National Industrial Council.
Second Reading deferred. [30th April.
Petroleum.
Read Second Time. [19th June.
Pharmacy and Poisons.
Read First Time. [1st May.
Probation of Offenders (Scotland).
Read Third Time. [5th June.
Proprietary Medicines.
Read First Time. [11th May.
Public Offices Sites (Amendment).
Withdrawn. [29th June.
Public Works Loans.
Read Second Time. [13th July.
Rabbits.
Read Second Time. [7th November, 1930.
Registration and Regulation of Osteopathy.
Withdrawn. [12th May.
Religious Persecutions (Abolition).
Read First Time. [19th May.
Rent (Reduction and Control).
Read Second Time. [19th June.
*Representation of the People (No. 2).
Read Third Time. [2nd June.
Rights of Railway Passengers.
Read Second Time. [1st July.
Rural Amenities.
Withdrawn. [14th April.
Sharing Out Clubs (Regulation).
Read Second Time. [24th April.
Shops (Sunday Trading Restriction).
Read Second Time. [8th May.
Small Landholders and Agricultural Holdings (Scotland).
Lords Amendment Agreed to. [28th July.
Solicitors.
Read First Time. [3rd November, 1930.
Solicitors (Clients' Accounts).
Read Second Time. [23rd January.
Summary Jurisdiction (Appeals).
Read Second Time. [24th April.
*Sunday Performances (Regulation).
Read Second Time. [20th April.
Third Parties (Rights against Insurers).
Read First Time. [6th May.
*Town and Country Planning.
Considered in Committee. [21st May.
Trade Disputes and Trades Union (Amendment).
Reported to House as amended. [3rd March.
Unemployment Insurance (No. 3).
Lords Amendments agreed to. [29th July.
Unemployment Insurance (No. 4).
Read Third Time. [1st July.
Vaccination.
Read First Time. [29th March.
War Pensions (Amendment).
Read First Time. [21st July.
Wireless Telegraphy (Bedridden Persons).
Read Second Time. [5th June.
Workmen's Compensation.
Royal Assent. [11th June.
Works Councils.
Second Reading deferred. [30th April.

* Government Bill

The Law Society.

HONOURS EXAMINATION.

JUNE, 1931.

The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in parentheses.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction :—

FIRST CLASS.

(In order of merit.)

Robert Henry Kersley, B.A., LL.B. Cantab. (Mr. Walter James Taylor, of the firm of Messrs. Wansbroughs, Robinson, Tayler & Taylor, of Bristol) and John Henry Adeney Lang, LL.B. London (Mr. Alfred Warton Matcham, of the firm of Messrs. Maples, Teesdale & Co., of London).

Frank Howard Whitaker, LL.B. Leeds (Mr. John Cecil Whitaker, of the firm of Messrs. Ratcliffe & Whitaker, of Bradford).

Thomas Lord Holt (Mr. Geoffrey Goodier Kershaw, of the firm of Messrs. Grundy, Kershaw, Samson & Co., of London and Manchester) and Harry Burton Ringrose, B.A., LL.B. Cantab. (Mr. Harry Thomas Ringrose, of the firm of Messrs. Andrews, Stanton & Ringrose, of Bourne ; and Messrs. Gibson & Weldon, of London).

Charles William Goodwin Trinder Kirk, LL.B. London (Mr. Robert Williams, of the firm of Messrs. Parfitt, Cresswell and Williams, of London).

SECOND CLASS.

(In alphabetical order.)

Allan Baldwin (Mr. Arthur Frederick Sutcliffe ; and Mr. Walter Francis Sutcliffe, both of the firm of Messrs. John Sutcliffe and Sons of Burnley.

Robert John de Chair Barber, B.A. Oxon (Mr. Robert Barber, of the firm of Messrs. Robert Barber & Sons, of Nottingham).

Louis James Bretzfelder, LL.B. London (Mr. Stuart Burton Donald, and Mr. Harold Bevir, M.A., both of the firm of Messrs. Ernest Bevir & Son, of London).

George Manning Butts (Mr. Thomas Henry Cleaver, of the firm of Messrs. Forsyth, Bettinson & Co., of Birmingham).

Kenneth Davey Cole, B.A. Oxon (Mr. Hugh Douglas Peregrine Francis, M.A., of the firm of Messrs. Herbert Smith and Co., of London).

George Emile Coopman (Mr. Edward Leo Goulden, of the firm of Messrs. Goulden, Mesquita & Co., of London).

Thomas Edward Gardiner (Mr. Ernest John White, J.P., of the firm of Messrs. Ernest J. White & Co., of Bath).

Clifford Ryland George (Mr. Basil Wynn Edwards, of Leicester).

Leslie Glass (Mr. Victor Barnett Parker ; and Mr. Alfred Pearson, Junior, both of Manchester).

Henry Lawrence Hall, B.A. Oxon (Mr. John Bickerton McKaig, of the firm of Messrs. Alsop, Stevens & Collins Robinson, of Liverpool).

Percy Halliday, B.A., LL.B. Cantab. (Mr. Henry Edward Clegg, of the firm of Messrs. Craven & Clegg, of Leeds).

Thomas Francis Hunt (Mr. Francis John Hunt, of the firm of Messrs. Hunt & Hunt, of London and Romford).

Kenneth Hugh Ingledew, B.A., B.C.L. Oxon (Mr. Hugh Murray Ingledew, B.A., of the firms of Messrs. Ingledew, Sons & Brown, of London, and Messrs. Ingledew & Sons, of Cardiff).

Ernest Donald Kempe (Mr. Ernest Harper Kempe, of the firm of Messrs. Edwin Boxall & Kempe, of Brighton).

Philip Robert Kimber (Mr. Charles Henry Pettitt, of the firm of Messrs. Pettitt & Ramsay ; and Mr. George Holme Bower, of the firm of Messrs. Bower, Cotton & Bower, both of London).

Harry Frank Grave Morris, B.A. Oxon (Mr. John Friend Rowlatt, M.A., of the firms of Messrs. Torr & Co. and Messrs. Blunt, Torr & Co., both of London).

Charles Maurice Napper (Mr. Adolphus Hyman Freeman, of London).

Frank Bernard Pears (Mr. Henry Thornton Masser, of the firm of Messrs. J. T. Masser & Co., of Nottingham).

Lawrence Vernon Priestley, LL.B. Leeds (Mr. John Greaves, of the firm of Messrs. Greaves & Greaves, of Bradford).

Eric John Sadler, B.A., LL.B. Cantab (Mr. Charles Robert Morrall Parr, of the firm of Messrs. Jeffery Parr, Hasell & Parr, of Birmingham).

Arthur James Linning Skelton, B.A. Cantab. (Mr. Charles Richard Wigan, of the firm of Messrs. Wigan & Co., of London).

Henry Gerald Smith-Spark, B.A. Cantab. (Mr. Kenneth Mossman, of the firm of Messrs. Cunliffe, Blake & Mossman, of London).

William George Frederick Thompson (Mr. Brian Francis O'Shaughnessy, of the firm of Messrs. O'Shaughnessy & Wills, of London).

Denis Brougham Tracey, B.A.Com. Manchester (Mr. Ernest James Smith, M.A., LL.B., of the firm of Messrs. Slater, Heelis, Sandbach, Marriott, Smiths & Irvine, of Manchester).

Roland Henry Wade, B.A., LL.B. Cantab. (Mr. William Mercer Wade, M.A., LL.B., of the firm of Messrs. Booth, Wade, Lomas-Walker & Colbeck, of Leeds ; and Messrs. Ward, Bowie & Co., of London).

Joseph Kenneth Walker, B.A., LL.B. Cantab. (Mr. Samuel John Grey, of the firms of Messrs. S. J. Grey & Willcox, and Messrs. Dale & Co., of Birmingham).

Edward Howsley Watson, LL.B. Leeds (Mr. Joseph Turner Taylor, of Harrogate).

Henry James Holt Wiseman, M.A., LL.B. Cantab. (Mr. William Glasgow, of the firm of Messrs. Simpson, North, Harley & Co., of Liverpool).

Charles Geoffrey Cameron Young (Mr. Henry Sydney Powell, and Mr. Albert Edwin Young, both of the firm of Messrs. Powell & Young, of Pocklington).

THIRD CLASS.

(In alphabetical order.)

Harold Backhouse, B.Sc. London (Mr. John Atkinson, of London).

Marjorie Victoria Baron (Mr. Herbert Baron, of the firm of Messrs. Herbert Baron & Co., of London).

John Grosvenor Beevor, B.A. Oxon (Mr. Rowland Beevor, of the firm of Messrs. Williams & James, of London).

Henry Evelyn Stewart Bird, B.A., LL.B. Cantab. (Mr. James Hugh Rendell, of the firm of Messrs. Church, Rendell, Bird and Co., of London).

Alec William Walter Blackwell (Mr. Samuel Tonkin, J.P., of the firm of Messrs. Samuel Tonkin, Booth & Co., of London).

George Oldfield Brewis (Mr. Francis Edward Foster Barham, of the firm of Messrs. Sharpe, Pritchard & Co., of London ; and Mr. Edward Brooke, of Margate).

Nathaniel Frederick Burge (Mr. Alexander Ross Topping, B.A., LL.B., of the firm of Messrs. Stileman, Neate & Topping, of London).

John Carslake, B.A. Oxon (Mr. Hugh Barham Carslake, of the firm of Messrs. Ryland, Martineau & Co., of Birmingham ; and Messrs. Sharpe, Pritchard & Co., of London).

Richard Francis Cartwright, LL.B. London (Mr. Harold James Hutchinson, of the firm of Messrs. Carter & Barber, of London).

James Russell Chamberlain, B.A., LL.B. Cantab. (Mr. James Thomas Chamberlain, of the firm of Messrs. Hensman, Jackson and Chamberlain, of Northampton).

Harry James Charlton (Mr. Percy Ernest Russell, of the firm of Messrs. John Hodge & Co., of Weston-super-Mare).

Ralph Christopher Gooding Clarke, B.A. Oxon (Mr. Francis Cecil Howard, M.A., of the firm of Messrs. Slaughter & May, of London).

Howard Royce Clifford (Mr. George Robert Jennings, of the firm of Messrs. Nevill & Jennings, of Tamworth).

Harold Hubert Cochrane, B.A. Oxon (Mr. Frederick Ambrose Stapleton Gwatkin, of the firm of Messrs. McKenna and Co., of London).

Brian Llewellyn Morgan Davies (Mr. Trevor Jones Rees, of the firm of Messrs. Trevor J. Rees & Co., of Swansea).

John Crichton Parry de Winton, B.A. Oxon (Mr. Hugh Murray Ingledew, B.A., of the firms of Messrs. Ingledew, Sons & Brown, of London, and Messrs. Ingledew & Sons, of Cardiff).

Arthur Piercy Dimes (Mr. Sydney Harold Haynes, of the firm of Messrs. Simon, Haynes, Barlas & Ireland, of London).

Clifford William Dos Santos Doré (Mr. Stuart Evans, of the firm of Messrs. Dickinsons, Evans & Griggs, of Weston-super-Mare, and Bristol).

Thomas Arnold Steel Drake, B.A. Cantab. (Mr. Arnold Mellor, B.A., L.L.B., of the firm of Messrs. Ramsden, Sykes and Ramsden, of Huddersfield).

George Hugh Edwards, B.A. Oxon (Mr. Athelstan Arthur Baines, of the firm of Messrs. Fitzllugh, Woolley, Baines and Woolley, of Brighton ; and Messrs. Wigan & Co., of London).

John Nuttall Maxwell Entwistle (Mr. William Gordon French, of the firm of Messrs. Thomas Gee & French, of Liverpool).

John Jerome Etches (Mr. John Percival Medley, of the firm of Messrs. Medley, Drawbridge & Co., of Scarborough).

Alfred Leslie Freeman (Mr. Albert James Cash, of the firm of Messrs. A. J. Cash & Sons, of Derby).

Solomon Morris Fruitman (Mr. Simon Burns, of the firm of Messrs. C. Butcher & Simon Burns, of London).

Philip Clement Gibbins, B.A., B.C.L. Oxon (Mr. Theodore Godlee, of the firm of Messrs. Mackrell, Maton, Godlee and Quincey, of London).

Percival Hancock (Mr. Edward Quekett Louch, of the firm of Messrs. Louch & Son, of Langport).

Henry Norman Hanson (Mr. Henry Hanson, of the firm of Messrs. Walker & Hanson, of Nottingham).

Joseph Harford-Overton, LL.B. Leeds (Mr. James Henry Milner, of the firm of Messrs. J. H. Milner & Son, of Leeds).

Vernon Edmund Gordon Harriss, B.A. Oxon (Mr. Frederick Harvey Harvey-Samuel; and Mr. Guy Daniel Harvey-Samuel, M.A., both of the firm of Messrs. McKenna & Co., of London).

Charles John Radcliffe Husband, B.A., LL.B. Cantab. (Mr. Herbert James Darby, of the firm of Messrs. Bell, Brodrick & Gray, of London).

Emanuel Alfred Jacobs (Mr. Leonard Foster Glanville, of the firms of Messrs. Glanvilles, and Messrs. James Allen and Co., both of Portsmouth).

Griffith Edward Allyn Jones, M.A., LL.B. Cantab. (Mr. Thomas Alfred Matthews, of Hereford).

Richard Vaughan Estyn Jones (Mr. Thomas Estyn Jones, of the firm of Messrs. Weyman & Co., of Ludlow).

Margaret Duff Kirby (Mr. Cyril Herbert Kirby, of London).

Finlay Tower Kitchin, B.A., LL.B. Cantab. (Mr. Leonard Osborne Eagleton, and Mr. Clement Bernard Kitchin, both of the firm of Messrs. Eagleton & Sons, of London).

Alfred Reginald Laxton (Mr. Alfred Herbert Holland and Mr. Hubert Ashcombe Wheatcroft, M.A., both of the firm of Messrs. Corbin, Greener & Cook, of London).

Montague Levy (Mr. Victor Stephenson Grunhut, of the firm of Messrs. Grunhut, Grunhut & Makepeace, of South Shields).

Edmund Naylor Liggins (Mr. Henry Lawrence Nelson, of the firm of Messrs. Pridmore & Nelson, of Coventry).

Sydney James McVicar (Mr. Martin Rees Richards, of the firm of Messrs. Roderick & Richards, of Llanelly).

Jacob Maurice Mass, LL.B., Liverpool (Mr. Percy Marsh, of the firm of Messrs. Richardson, Marsh & Hopwood, of Liverpool).

Harold Charles Mellor (Mr. John James Nelson, of the firm of Messrs. Sherratt, Nelson & Mason, of Liverpool.

Ieuan Montgomerie Mendus (Mr. Hugh Meyrick Williams, of Newport, Monmouthshire).

Denis Moore, LL.B. Manchester (Mr. Stanislaus Baron, LL.B., of the firm of Messrs. Taylor, Sons, Bridge & Baron, of Wigan).

John Henry Nicholson (Mr. Richard Page Lloyd, of Preston).

John Henry Pethybridge, B.A. Oxon (Mr. John Pethybridge, of Bodmin; and Messrs. King, Wigg & Brightman, of London).

David Linton Pollock, B.A. Cantab. (Mr. Thomas Hume Bischoff, M.A., of the firm of Messrs. Bischoff, Coxe, Bischoff and Thompson, of London).

Philip William Rolph Pope, B.A. Cantab. (Mr. Edward Harvey Tompson, J.P., of the firm of Messrs. Routh, Stacey and Castle, of London).

Arthur Leonard Price (Mr. Hugh Vaughan Vaughan, of Builth Wells).

Denis Herbert Pullin, B.A., LL.B. Cantab. (Mr. Frederick George Corser, of the firm of Messrs. Corser & Son, of Shrewsbury).

Donald Hay Robinson (Mr. Leslie Charles Wintle, of the firm of Messrs. Wintle & Hodgson, of Eastbourne; and Mr. George Edgar Shuter Davis, M.A., of the firms of Messrs. Smiles & Co., and Messrs. Charles Mylne Barker & Co., both of London).

Bruce Frederick Savage (Mr. Edward Arthur Last Smith, of the firm of Messrs. Ridsdale & Son, of London.

Frederic Clarkson Scorah, LL.B. Sheffield (Mr. Frederick William Scorah, of the firm of Messrs. Arthur Neal & Co., of Sheffield).

George William Eustace Sherrard (Mr. Eustace Sherrard, M.A., of the firm of Messrs. Sherrard & Sons, of London and Kingston-upon-Thames).

Richard Howard Smallman (Mr. Raleigh Strong Smallman, of London).

Donald Charles Smith (Mr. Gordon Brinley Richards, M.A., of the firm of Messrs. Peacock & Goddard, of London).

Harold Maitland Storer (Mr. William Henry Warne, of London).

Freda Watson Strange (Mr. Vernon Spencer Wood, of the firms of Messrs. William Charles Crocker, of London; Messrs. Wood, Lord & Co., of Liverpool and Manchester; and Messrs. Wood, Lord & Sumner, of Whitehaven).

John Harrison Sutcliffe (Mr. Walter Francis Sutcliffe, of the firm of Messrs. John Sutcliffe & Sons, of Burnley).

John Felix Crealock Swayne (Mr. Arthur Munkhouse Wilson, of the firm of Messrs. Wilson & Sons, of Salisbury; and Messrs. Taylor, Jelf & Co., of London).

Ralph Sweeting, B.A., LL.B. Cantab. (Mr. Basil Shaw Briggs, of Wakefield; and Messrs. Torr & Co., of London).

John Edmund Tolhurst (Mr. Neville Roper Stone, B.A., of the firm of Messrs. Stone, Simpson & Hanson, of Tunbridge Wells; and Mr. Francis Joseph Tolhurst, of the firm of Messrs. Tolhursts & Tatham, of Gravesend; and Mr. Kenneth Mossman, of the firm of Messrs. Cunliffe, Blake & Mossman, of London).

John Ferrier Turing (Mr. Cecil Montague Jacomb Ellis, M.A., of the firm of Messrs. Ellis, Peirs & Co., of London).

Thomas Mervyn Llewellyn Walters (Mr. James Murphy, of the firm of Messrs. Bartlett, Young & Murphy, of Loughborough).

John Gateward Davies Whitaker (Mr. Arthur Edward Townend Hinchcliffe, LL.B., of the firm of Messrs. Armitage, Sykes & Hinchcliffe, of Huddersfield).

Peter Henry Whitfield (Mr. George Arthur Whitfield, of the firm of Messrs. Whitfield, Byrne & Dean, of London).

John Arthur Whittaker (Mr. Thomas Philip Downey, B.Sc., of the firm of Messrs. Eaton Smith & Downey, of Huddersfield).

Watcyn Vaughan Williams (Mr. Roger Fritz Dahne Williams, of Swansea).

The Council of the Law Society have accordingly given a Class Certificate and awarded the following Prizes:—

To Mr. Kersley and Mr. Lang—Each the Clement's Inn Prize—Value about £42.

To Mr. F. H. Whitaker—The Daniel Reardon Prize—Value about £21.

To Mr. Holt and Mr. Ringrose—Each the Clifford's Inn Prize—Value £5 5s.

To Mr. Kirk—The New Inn Prize—Value £5 5s.

The Council have given Class Certificates to the Candidates in the Second and Third Classes. Two hundred and six Candidates gave notice for Examination.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to give directions for the appointment of Mr. JOHN ALFRED LUCIE-SMITH, O.B.E., V.D. (Puisne Judge of Trinidad), to be a Judge of His Majesty's Supreme Court of Kenya.

Mr. P. GURNEY COOMBS, solicitor, a partner in the firm of Messrs. Sherard & Coombs, of Oundle, has been appointed Clerk to the River Nene Catchment Board. Mr. Coombs has been Clerk to the Oundle Bench since 1926.

Mr. T. JONES has been appointed Clerk to the Menai Bridge Urban District Council in succession to his father, Mr. O. Jones.

Mr. FRANK MORLEY FARMER, M.B.E., LL.B., solicitor, Town Clerk and Clerk to the Local Education Authority of Pontefract, has been appointed Clerk and Solicitor to the River Ouse (Yorks) Catchment Board. He was formerly Assistant Solicitor to the Corporations of Nottingham and Bootle and the West Riding County Council.

Mr. R. M. MIDDLETON, solicitor, Town Clerk of Lancaster, has been appointed Town Clerk of Worcester. Mr. Middleton is the Hon. Secretary of the Association of Non-County Boroughs of Lancashire and Hon. Secretary and Treasurer of the North Western Branch of the Society of Town Clerks.

Mr. J. HIRST, senior Assistant Solicitor in the Department of the Clerk to the Derbyshire County Council (Mr. H. W. Skinner, LL.B.), has been appointed Clerk and Solicitor to the River Trent Catchment Board. As a Flight-Lieutenant in war-time he received the Air Force Cross.

Mr. PETER PERRY GROVE, solicitor, Town Clerk of Widnes (Lancs), has been appointed Town Clerk and Clerk to the Local Education Authority of the Borough of Margate.

Professional Announcements.

(2s. per line.)

The practice of Messrs. SIMPSON & SCOTT, of Bank-chambers, Chesham, Bucks, has been acquired by BERNARD BLASER, CHARLES EATON MILLS and WILFRID ARIEL EVILL, who will in future carry on the business under the style or firm of "Blaser, Mills & Evill."

LAW COURTS SUPERINTENDENT.

The Lord Chancellor has appointed Commander Kenneth Bamford Millar, R.N., to be the Superintendent of the Royal Courts of Justice Staff in the place of Major T. C. Hunt, retired.

POLICE OF ENGLAND AND WALES.

Eight hundred police officers from all parts of England and Wales attended the recent conference at Bristol of the Joint Central Committee of the Police Federation of England and Wales.

The Lord Mayor of Bristol, extending a civic reception to the delegates, said that his father was a member of the Bristol police force for thirty-three years.

The Sheriff said that not only were the police respected by our own citizens, but by visitors from overseas, who were astonished to find them unarmed—a remarkable tribute to the character and integrity of the men of our forces.

BANKRUPTCY ACT, 1914.

The following announcement has been published in the *London Gazette* :—

"Notice is hereby given in accordance with section 1 (1) of the Rules Publication Act, 1893, that after the expiration of at least 40 days from the date hereof the Lord Chancellor, with the concurrence of the President of the Board of Trade, proposes to make rules relative to the service of notices for the purposes of section 41 of the Bankruptcy Act, 1914. Copies of the draft rules may be obtained upon application to the Lord Chancellor's Office, House of Lords, S.W.1."

EPPING SOLICITOR FOUND DEAD.

Raymond Elliott Trotter, a solicitor, of Epping, who was Clerk to the Epping Rural Council and to the District Assessment Committee, was found hanged in a wood-shed in the garden of his office in Epping. He left home about 7 o'clock, and as he had apparently not arrived at his office a search was made about 10 o'clock, and he was found hanging in the shed by two steel dog-leads. Mr. Trotter was married, but had no family.

BRITISH SAILORS SOCIETY.

The annual report of the British Sailors' Society states that during 1930 assistance was given to 37,082 seafarers, widows, dependents, and orphans. The attendances at the society's "rests" in various parts of the world totalled 1,382,269. Situations were found for 2,326 men and boys. The income was £105,067 and the expenditure £120,425.

CLERKS OF THE PEACE.

BILL TO AID COUNTY COUNCILS.

A Standing Committee, under the chairmanship of Mr. Cecil Wilson (Attercliffe, Lab.), met on Thursday, the 23rd July, to consider the Local Government (Clerks) Bill.

At the outset Mr. Greenwood (Minister of Health) pointed out that the provisions of the Bill had been put forward by the County Councils Association and the Society of Clerks of the Peace as a result of very prolonged negotiations. The primary object of the Bill was to make separate offices of the clerkship of the peace and the clerkship of the county councils. The clerk of the peace to-day was appointed by the Standing Joint Committee, and, as such, he was *ex-officio* clerk to the county council. He had a freehold office from which he could only be dismissed on grounds of misconduct in his office. The county council, therefore, was in the unfortunate position of not having control over the appointment or dismissal of its own clerk, and there was no provision for the compulsory retirement of the clerk, when, through age or infirmity, he became unfit for his duty. The Bill severed the two offices of clerk of the peace and clerk of the county council, and there was provision for dismissal and for compulsory retirement of the clerk of the county council by that body. In future the clerk of the peace was to be appointed by quarter sessions, and he might therefore be a different person from the clerk of the county council, although not necessarily so.

Within twenty minutes the Bill, with its seventeen clauses and four schedules, had been approved and ordered for report for third reading.

Insurance Notes.

Lord Irwin has been elected to a seat on the head office board of the Yorkshire Insurance Company.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th July, 1931) 4½%. Next London Stock Exchange Settlement Thursday, 13th August, 1931.

	Middle Price 29 July 1931.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	90	4 8 11	—
Consols 2½%	58	4 6 2	—
War Loan 5% 1929-47	103	4 17 1	—
War Loan 4½% 1925-45	101	4 9 1	4 8 0
Funding 4% Loan 1960-90	93	4 6 0	4 6 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	95	4 4 3	4 5 3
Conversion 5% Loan 1944-64	105	4 15 3	4 14 0
Conversion 4½% Loan 1940-44	101	4 9 2	4 8 0
Conversion 3½% Loan 1961	81	4 6 5	—
Local Loans 3% Stock 1912 or after	67	4 9 7	—
Bank Stock	263½	4 11 2	—
India 4½% 1950-55	77	5 16 11	—
India 3½%	57½	6 1 9	—
India 3%	49	6 2 5	—
Sudan 4½% 1939-73	100	4 10 0	4 10 0
Sudan 4% 1974	95	4 4 3	4 4 10
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	88½	3 7 10	3 18 9
Colonial Securities.			
Canada 3% 1938	92	3 5 3	4 6 9
Cape of Good Hope 4% 1916-36	98	4 1 8	4 8 0
Cape of Good Hope 3½% 1929-49	86	4 1 5	4 13 3
Ceylon 5% 1960-70	102	4 18 0	4 17 8
*Commonwealth of Australia 5% 1945-75	78½	6 7 5	6 10 0
Gold Coast 4½% 1956	101	4 9 1	4 8 9
Jamaica 4½% 1941-71	99	4 10 11	4 11 0
Natal 4% 1937	98	4 1 8	4 7 6
*New South Wales 4½% 1935-1945	62	7 5 2	8 0 6
*New South Wales 5% 1945-65	67	7 9 3	7 10 5
New Zealand 4½% 1945	94½	4 15 3	5 1 10
New Zealand 5% 1946	100½	4 19 6	4 19 9
Nigeria 5% 1950-60	102	4 18 0	4 17 6
*Queensland 5% 1940-60	75	6 13 4	6 19 0
South Africa 5% 1945-75	105	4 15 3	4 14 6
*South Australia 5% 1945-75	74	6 15 2	6 16 0
*Tasmania 5% 1945-75	77½	6 9 0	6 12 6
*Victoria 5% 1945-75	75	6 13 4	6 15 6
*West Australia 5% 1945-75	76	6 11 7	6 14 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	67	4 9 7	—
Birmingham 5% 1946-56	105	4 15 3	4 13 6
Cardiff 5% 1945-65	104	4 16 2	4 15 3
Croydon 3% 1940-60	76	3 18 11	4 10 0
Hastings 5% 1947-67	105	4 15 3	4 14 0
Hull 3½% 1925-55	85	4 2 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	79	4 8 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	58½	4 5 6	—
London City 3% Consolidated Stock after 1920 at option of Corporation	67½	4 8 11	—
Metropolitan Water Board 3% "A" 1963-2003	68½	4 7 7	—
Do. do. 3% "B" 1934-2003	70½	4 5 1	—
Middlesex C.C. 3½% 1927-47	90	3 17 9	4 7 6
Newcastle 3½% Irredeemable	75	4 13 4	—
Nottingham 3% Irredeemable	67	4 9 7	—
Stockton 5% 1946-56	103	4 17 1	4 16 9
Wolverhampton 5% 1946-56	105	4 15 3	4 13 3
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	84½	4 14 8	—
Gt. Western Railway 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	83½	5 19 9	—
L. & N.E. Rly. 4% Debenture	74½	5 7 5	—
L. & N.E. Rly. 4% 1st Guaranteed	68	5 17 8	—
L. & N.E. Rly. 4% 1st Preference	42	9 10 6	—
L. Mid. & Scot. Rly. 4% Debenture	75½	5 6 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	69½	5 15 2	—
L. Mid. & Scot. Rly. 4% Preference	42	9 10 5	—
Southern Railway 4% Debenture	81½	4 18 2	—
Southern Railway 5% Guaranteed	100	5 0 0	—
Southern Railway 5% Preference	80	6 5 0	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

JUNIOR Clerk, shorthand-typist, age 20, with knowledge of Courts and public offices, seeks post as outdoor clerk with good firm; 4 years' experience in solicitors' offices; good references; salary £2 per week.—Box 740, Solicitors' Journal, 29 Breams-buildings E.C.4.

AN EXPERIENCED unadmitted Managing Clerk with good all-round knowledge of conveyancing, probate, trust and company work, desires engagement and is capable of acting without supervision. West End of London preferred.—Write Box 662, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

DISABLED Officer, aged 36, married, requires typewriting work of any description. Dis. 385

MECHANICAL and Structural Engineer, E.Eng., A.M.I.Mech.E., seeks position responsibility, home or abroad; wide experience general engineering with large industrial firms; excellent references. 13272

EX-REGULAR Captain desires post Secretary, confidential, club or golf; unimpeachable testimonials; first-hand experience bookkeeping, office routine and organisation, upkeep of golf course and greens; willing to go anywhere. 12789

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EX-OFFICER urgently requires employment; tutorial, coaching or secretary; 30 years' teaching experience; qualified motor driver; fluent French; Italian; continental travel experience; services available immediately. Dis. 387

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MRS. MAUD DRUMMOND, formerly of 6, Lincoln-street, Sloane-square, S.W.3, understood to have been a nurse at Hawick, N.B., during the war, or anyone knowing of her whereabouts, please write to J. C. and A. Steuart, W.S., 25, Rutland-street, Edinburgh.

IF NELLIE GRACE WILSON, last heard of nine years ago at 54, Park-street, East Greenwich, S.E.10, will COMMUNICATE with Messrs. Stephens & Son, Solicitors, 41, Railway-street, Chatham, Kent, she will hear of something to her advantage.

BOISRAGON, deceased.—COL. GUY HUDLESTON, V.C.—Will anyone having KNOWLEDGE of existence or whereabouts of a WILL or TESTAMENTARY DOCUMENTS or any other papers relating to this gentleman's affairs please COMMUNICATE immediately with Messrs. Finch, Jennings & Tree, 2, Gray's Inn-square, W.C.2.

MRS. ADA LATCHAM, deceased.—Will any Solicitor or other person having any KNOWLEDGE of any WILL made subsequent to the 28th January, 1904, by the above-named deceased, late of 3, Seavale-road, Clevedon, Somerset, who died on the 18th March, 1931, please communicate with Messrs. WEBBER & BULL, Solicitors, 34, Baldwin-street, Bristol.

THOMAS HODGSON, deceased, late Solicitor of Birmingham, died 31st March, 1891.—INFORMATION is desired as to the present addresses of two Grandchildren of the above, viz., MAGGIE HODGSON and HERBERT JOHNSON, by Messrs. Donaldson & Co., of 4 Bloomsbury Place, London, W.C.1, Solicitors on behalf of the Executor of Miss I. E. BARDSWELL, deceased.

COLLINS-CECIL, BEATRICE MARY.—The before-named Beatrice Mary, *nee* Gregg, of Sutton, Surrey, formerly the wife of Alfred John Toppin, who resided at Earls-avenue, Folkestone, and Goxhill, Lincs. and who is believed to have gone to Australia in or about 1920, is requested to COMMUNICATE with Edwin Boxall and Kempe, Solicitors, 63, Ship-street, Brighton, when she will hear something to her advantage.

MORRISON.—JAMES MORRISON, formerly of 61, Saint Paul's-street, New North-road, Middlesex, England, and late of Sydney, New South Wales, Australia, died on or since the 25th August, 1863, at some place unknown, leaving a paper writing purporting to be a WILL and to have been executed in three parts, whereby he appointed his wife MARGARET MORRISON (otherwise ALPORT), ALEXANDER MORRISON, of Austin Friars, London, England, ALEXANDER JOHN FRASER, of Pinners-court, London, EDWARD CRUCKNELL SANDY, and Mr. (A. J.) ALPORT, of Canterbury, New Zealand, Executors, and the said Margaret Morrison residuary legatee.—These persons or anyone having any information with regard to them or any part of the said paper writing should COMMUNICATE forthwith with the Treasury Solicitor (B.V.), Storey's-gate, London, S.W.1.

WOULD HENRY THOMAS HESELTON, or anyone knowing of his whereabouts or of his decease, COMMUNICATE with Thorn and Adamson, Barristers, Regina, Saskatchewan, Canada?

HALL, WALLACE.—Relations of the late Mr. WALLACE HALL, at one time of the London Stock Exchange, who died in or about the year 1910, are requested to COMMUNICATE on a matter of importance.—Write Box 804, Solicitors' Journal, 29, Breams-buildings, E.C.4.

GOUGH.—The Kin of GEORGE GOUGH, late of 20, Stonehouse-road, Wallasey, Cheshire, who died at Birkenhead, Cheshire, on 20th January, 1931, are requested to APPLY to the Treasury Solicitor (B.V.), Storey's-gate, London, S.W.1. (Estate about £500.)

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